



Stanford University - Office of Technology Licensing

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Palo Alto, CA 94306-1850
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RECIPIENT _____

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Address: _____

PROGRAM: MINER (Stanford Docket S04-261) VERSION: 2.1
DEVELOPERS: Sheng Zhao and Russell Fernald

This license agreement is for the Real-time PCR Miner software program. If you would like to license the Program, please download TWO copies of this agreement. Complete, sign and return both copies with payment to:

Director, Re: S04-261
Stanford University Office of Technology Licensing
1705 El Camino Real
Palo Alto, CA 94306-1850

Both copies will be signed by our Director and one copy will be returned to you.

Once we have received the signed copies of the Agreement along with the consideration described in Article 3, we will send you instructions for downloading MINER which runs on Windows.

Miner is available for use without this license agreement by submitting your data to
<http://miner.ewindup.info/miner/>.

STANFORD ACADEMIC MINER LICENSE AGREEMENT

1. This is a legal agreement between you, RECIPIENT, and STANFORD UNIVERSITY. By accepting, receiving, and using MINER, including any accompanying information, materials or manuals ("Program"), you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return the Program to STANFORD.
2. STANFORD grants to RECIPIENT a nonexclusive and nontransferable license to use the Program furnished hereunder, upon the terms and conditions set out below.
3. In consideration of the rights granted herein, RECIPIENT shall pay to STANFORD for each machine:
 - (A) \$200 for a lifetime license that does not include upgrades; or
 - (B) \$150 per year with unlimited further upgrades.
4. RECIPIENT acknowledges that the Program is a research tool still in the development stage and that it is being supplied as is, without any accompanying services, support or improvements from STANFORD.
5. RECIPIENT agrees to use the Program solely for internal non-commercial purposes and shall not distribute or transfer it to another location or to any other person without prior written permission from STANFORD.
6. RECIPIENT agrees not to reverse engineer, reverse assemble, reverse compile decompile, disassemble, or otherwise attempt to create the source code for the Program. RECIPIENT is not authorized to create any derivatives of the Program.
7. If permission to transfer the Program is given under Article 5 above, RECIPIENT warrants that RECIPIENT will not remove or export any part of the software or Program from the United States except in full compliance with all United States and other applicable laws and regulations.
8. RECIPIENT will indemnify, hold harmless, and defend Stanford against any claim of any kind arising out of or related to the exercise of any rights granted under this Agreement or the breach of this Agreement by RECIPIENT.
9. Title and copyright to the Program and any associated documentation shall at all times remain with STANFORD, and RECIPIENT agrees to preserve same.
10. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

The parties execute this Agreement in duplicate originals by their duly authorized officers or representatives.

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STANFORD JUNIOR UNIVERSITY**

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RECIPIENT

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