

PROGRAM: diaTracer UM # 2024-417

This Agreement is made by and between The Regents of The University of Michigan, a constitutional corporation of the state of Michigan (hereinafter "MICHIGAN") and LICENSEE.

BACKGROUND

1. Members of the University of Michigan's Medical School Departments of Pathology and Computational Medicine and Bioinformatics have developed a proprietary software application and related documentation for peptide identification referred to as "diaTracer", for use by trained individuals in bioinformatics and proteomics research (hereinafter referred to as "PROGRAM"); and

2. LICENSEE desires to obtain, and MICHIGAN, consistent with its mission of education and research, desires to grant, a license to use the PROGRAM subject to the terms and conditions set forth below; and

The parties therefore agree as follows:

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C. LICENSEE may copy the PROGRAM for the purpose of using the PROGRAM on other devices and for archival purposes.

D. Such license shall be only for its intended use and in accordance with applicable Food and Drug Administration (FDA) regulations for pre-clinical and clinical research, including, but not limited to, applicable investigational device exemption (IDE) regulations, institutional review board (IRB) approval, required protocols and monitoring of the study, required records and reports, and applicable protection of human subjects regulations.

E. LICENSEE agrees to acknowledge MICHIGAN in scientific publications resulting (in part) of the use of the PROGRAM, by making reference to the publication of the PROGRAM when it becomes available in the scientific literature. Copyright notice should be as follows, "diaTracer © 2024 The Regents of the University of Michigan."

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VI. WARRANTY OF LICENSEE

LICENSEE warrants and represents that it will carefully review any documentation or instructional material provided by MICHIGAN.

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If LICENSEE at any time fails to abide by the terms of this Agreement, MICHIGAN shall have the right to immediately terminate the license granted herein, require the return or destruction of all copies of the PROGRAM from LICENSEE and certification in writing as to such return or destruction, and pursue any other legal or equitable remedies available.

VIII. MISCELLANEOUS

A. This Agreement shall be construed in accordance with the laws of the state of Michigan. Should LICENSEE for any reason bring a claim, demand, or other action against MICHIGAN, its agents or employees, arising out of this Agreement or the PROGRAM licensed herein, LICENSEE agrees to bring said claim only in the Michigan Court of Claims.

B. THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN **MICHIGAN AND LICENSEE** AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS AND OTHER COMMUNICATIONS, VERBAL OR WRITTEN, BETWEEN THEM WITH RESPECT TO USE OF THE **PROGRAM**. THIS AGREEMENT MAY BE MODIFIED ONLY WITH THE MUTUAL WRITTEN APPROVAL OF AUTHORIZED REPRESENTATIVES OF THE PARTIES.

C. The terms and conditions of this Agreement shall prevail notwithstanding any different, conflicting, or additional terms or conditions which may appear in any purchase order or other document submitted by LICENSEE. LICENSEE agrees that such additional or inconsistent terms are deemed rejected by MICHIGAN.

D. Unless otherwise exempt therefrom, LICENSEE agrees that it will be responsible for any sales, use or excise taxes imposed by any governmental unit in this transaction except income taxes.

E. LICENSEE acknowledges that the PROGRAM is of United States origin. LICENSEE

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