PLEASE READ THIS LIMITED ACADEMIC PURPOSE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE YOU DOWNLOAD, INSTALL OR OTHERWISE USE THE MATERIALS, DEFINED BELOW. THIS AGREEMENT EXPLAINS PROVIDER'S OBLIGATIONS TO YOU, YOUR OBLIGATIONS TO PROVIDER, THE TERMS AND CONDITIONS FOR YOUR USE OF THE MATERIALS, AND WILL CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND PROVIDER. BY CLICKING ON THE "YES" OR "I ACCEPT" BUTTON, OR BY INSTALLING, DOWNLOADING OR OTHERWISE USING THE MATERIALS, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY ALL OF THE TERMS IN THIS AGREEMENT, YOU SHOULD CLICK ON THE "NOT" BUTTON AND YOU MAY NOT DOWNLOAD, INSTALL OR OTHERWISE USE MATERIALS.

THE LICENSE GRANTED UNDER THE AGREEMENT IS INTENDED ONLY FOR NATURAL PERSONS WHO WILL USE THE MATERIALS STRICTLY FOR THE AUTHORIZED PURPOSE, DEFINED BELOW. IF YOU INTEND TO USE OR WANT TO USE THE MATERIALS FOR ANY OTHER PURPOSE, YOU MAY NOT USE THIS AGREEMENT. INSTEAD, PLEASE CONTACT UTMDACC'S OFFICE OF TECHNOLOGY COMMERCIALIZATION (See Section 1.11, below) TO DISCUSS AN ALTERNATIVE LICENSE ARRANGEMENT.

IF YOUR DOWNLOADING, INSTALLATION OR OTHER USE OF THE MATERIALS WOULD VIOLATE ANY LAW, INCLUDING BUT NOT LIMITED TO, U.S. EXPORT CONTROL LAWS, DO NOT ATTEMPT TO USE THIS AGREEMENT, AND DO NOT DOWNLOAD, INSTALL OR OTHERWISE USE THE MATERIALS.

LIMITED ACADEMIC PURPOSE LICENSE AGREEMENT

WHEREAS, MATERIALS ARE OWNED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM and PROVIDER has a non-exclusive license to sublicense such MATERIALS to third parties under certain terms and conditions; and

WHEREAS, RECIPIENT is a natural person who wishes to use the MATERIALS solely for the AUTHORIZED PURPOSE;

Now therefor, PROVIDER and RECIPIENT agree as follows:

1. DEFINITIONS:

- 1.1 "AUTHORIZED PURPOSE" means use of the MATERIALS by RECIPIENT for academic purposes only, such academic purposes limited to only such use as is necessary for RECIPIENT to replicate the PUBLISHED WORK, provided further that AUTHORIZED PURPOSE shall not include any use which would violate any applicable law, governmental regulation or guideline.
- 1.2 "BOARD" means the Board of Regents of The University of Texas System.
- 1.3 "DERIVATIVE PRODUCTS(S)" means computer programs(s) in machine-readable object code or source code form, which are a modification or, enhancement to, derived from, or based upon the MATERIALS.
- 1.4 "MATERIALS" or "MATERIAL" means the downloadable executable file licensed to RECIPIENT under this AGREEMENT.

- 1.5 "PUBLISHED WORK" means the article published in Pacific Symposium on Biocomputing 2014, entitled "Detecting Statistical Interaction Between Somatic Mutational Events and Germline Variation from Next-Generation Sequence", by Hu H., Huff C.D.
- 1.6 "PROVIDER", "WE", or "OUR" means (or refers to) Chad Huff, Ph.D., one of the authors of the PUBLISHED WORK and the individual providing the MATERIALS to RECIPIENT under this AGREEMENT
- 1.7 "RECIPIENT", "YOU", or "YOUR" means (or refers to) the PERSON who is requesting a license hereunder to use and copy of the MATERIALS for the AUTHORIZED PURPOSE.
- 1.8 "PERSON" means a natural person and does not include companies, institutions or other legal entities.
- 1.9 "SYSTEM" means The University of Texas System
- 1.10 "UTMDACC" means The University of Texas MD Anderson Cancer Center.
- 1.11 "UTMDACC's OFFICE OF TECHNOLOGY COMMERCIALIZATION" or "UTMDACC's OTC" means:

The University of Texas MD Anderson Cancer Center
Office of Technology Commercialization
7515 S. Main, Suite 490, Unit 0510\ Houston, Texas 77030 ATTENTION: Christopher C. Capelli, M.D.

2. LICENSE GRANT

- 2.1 Provided that RECIPIENT is in material compliance with all the terms and conditions of this AGREEMENT, PROVIDER hereby grants RECIPIENT a limited, revocable, non-transferrable, non-assignable, non-exclusive license during the TERM to use the MATERIALS solely for the AUTHORIZED PURPOSE, and for no other purposes. Specifically, RECIPIENT may use one copy of the MATERIALS for the AUTHORIZED PURPOSE during the TERM on any single computer, provided the MATERIALS are in use on only one computer at any time. The MATERIALS are "in use" on a computer when it is loaded into temporary memory (RAM) or installed into the permanent memory of a computer—for example, a hard disk, CD-ROM, or other storage device. The license granted to RECIPIENT herein may not be further sublicensed.
- 2.2 In the event RECIPIENT wishes to use the MATERIALS for the AUTHORIZED PURPOSE after expiration of the TERM, RECIPIENT understands and agrees that it shall be required to enter into a new AGREEMENT with PROVIDER. In the event RECIPIENT desires a commercial license or wants to use the MATERIALS for any purpose other than the AUTHORIZED PURPOSE, RECIPIENT shall contact: UTMDACC's OFFICE OF TECHNOLOGY COMMERCIALIZATION (See Section 1.11, above).
- 2.3 PROVIDER shall have no obligation to provide technical or other support, or to make any enhancement, upgrade, change or modification to the MATERIALS.

3. TERM AND TERMINATION

- 3.1 The term of the license granted hereunder ("TERM") shall commence on the earlier of (i) the date RECIPIENT accepts the terms of this AGREEMENT or (ii) the date RECIPIENT first downloads, installs, accesses, or uses the MATERIALS and shall continue until the date that is one (1) year from the earlier of (i) the date RECIPIENT accepts the terms of this AGREEMENT or (ii) the date RECIPIENT first downloads, installs, accesses, or uses the MATERIALS.
- 3.2 This AGREEMENT takes effect upon the beginning of the TERM, as described above, and remains effective until expiration of the TERM or termination by one or both parties in accordance with this AGREEMENT. The AGREEMENT will automatically terminate if RECIPIENT fails to comply with any term or condition of this AGREEMENT or breaches or defaults on any obligation, representation or warranty hereunder. This AGREEMENT may also be terminated at any time by PROVIDER, without cause, upon the giving of ten (10) days' prior notice to RECIPIENT.
- 3.3 RECIPIENT agrees on expiration or termination of this AGREEMENT to destroy the MATERIALS, any copies of the MATERIALS, and any files or other items containing portions of the MATERIALS.

4. TITLE AND NON USE

- 4.1 RECIPIENT acknowledges that the MATERIALS, and any underling algorithm, software, code and/or technology is owned by The Board of Regents of The University of Texas System, and, in addition to copyright, the MATERIALS may be subject to patent, and/or other intellectual property protection. All right, title and interest in all or any portion of the MATERIALS, regardless of form, remains in the BOARD. No title to the MATERIALS are transferred hereby and RECIPIENT'S rights hereunder are strictly limited as set forth herein
- 4.2 RECIPIENT agrees that it will use the MATERIALS only for the AUTHORIZED PURPOSE. By way of example, and not by way of limitation, RECIPIENT agrees that it will not, directly or indirectly:
 - copy the MATERIALS
 - modify or adapt the MATERIALS or merge it into another program, or use MATERIALS to create DERIVATIVE PRODUCTS
 - reverse engineer, disassemble, decompile, or make any attempt to discover the source code of the MATERIALS
 - give the MATERIALS to anyone for their use place the MATERIALS onto a server so that it is accessible via a public network such as the Internet
 - sublicense, rent, lease, or lend any portion of the MATERIALS use the MATERIALS simultaneously by more than one user (each user must have a separate license)
 - use the MATERIALS in a manner that is inconsistent with the AGREEMENT
 - transfer the MATERIALS or RECIPIENT's rights to use the MATERIALS hereunder to another person or legal entity.

5. REPRESENTATIONS AND WARRANTIES OF RECIPIENT

5.1 RECIPIENT represents and warrants that he/she is a natural person and that disclosure to RECIPIENT and use of the MATERIALS by RECIPIENT does not and will not violate any law.

RECIPIENT further represents and warrants that RECIPIENT does not plan to use and will not use the MATERIALS in any manner inconsistent with this AGREEMENT.

6. DISCLAIMER/NO WARRANTIES BY PROVIDER

6.1 The MATERIALS are provided "AS IS". To the extent permitted by applicable law, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE MATERIALS, EXPRESS OR IMPLIED, AND PROVIDER DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE USEFULNESS OF THE MATERIALS, THAT THEY ARE WITHOUT DEFECT OR ERROR, THAT THEY ARE SAFE, OR THAT OPERATION THEREOF WILL BE UNINTERRUPTED. PROVIDER EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. PROVIDER EXPRESSLY DISCLAIMS, AND MAKES NO REPRESENTATION OR WARRANTY REGARDING, WHETHER THE MATERIALS INCLUDE (A) ANY OPEN SOURCE, COPYLEFT, OR OTHER SOFTWARE THAT IS SUBJECT TO ANY THIRD PARTY LICENSE AGREEMENT THAT REQUIRES ATTRIBUTION TO A THIRD PARTY OR THE DISCLOSURE OR LICENSING OF ANY OF INTELLECTUAL PROPERTY OR ANY OTHER ACTION, OR (B) ANY "BACK DOOR," "TIME BOMB," "TROJAN HORSE," "WORM," "DROP DEAD DEVICE," "VIRUS" (AS THESE TERMS ARE COMMONLY USED IN THE COMPUTER SOFTWARE INDUSTRY), OR OTHER SOFTWARE ROUTINES OR HARDWARE COMPONENTS INTENTIONALLY DESIGNED TO PERMIT (I) UNAUTHORIZED ACCESS TO A COMPUTER OR NETWORK, (II) UNAUTHORIZED DISABLEMENT OR ERASURE OF SOFTWARE, HARDWARE OR DATA, OR (III) ANY OTHER SIMILAR TYPE OF UNAUTHORIZED ACTIVITIES.

6.2 RECIPIENT understands and agrees that BOARD, UTMDACC and SYSTEM are not parties to this AGREEMENT and have made no promises, representations or warranties and have no obligations or liabilities whatsoever to RECIPIENT or PROVIDER hereunder.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 UNDER NO CIRCUMSTANCES SHALL PROVIDER, BOARD, UTMDACC, SYSTEM OR ANY OF THEIR AGENTS OR REPRESENTATIVES, BE LIABLE TO RECIPIENT FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA ARISING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE (EVEN SHOULD CIRCUMSTANCES RENDER ANY OR ALL OF THE REMEDIES SET FORTH IN THIS AGREEMENT TO FAIL OF ITS/THEIR ESSENTIAL PURPOSE AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE EXTENT RECIPIENT HAS ANY CLAIM AGAINST PROVIDER OR ANY OTHER ENTITY (INCLUDING A CLAIM FOR ACTUAL OR DIRECT DAMAGES), SUCH CLAIM SHALL BE LIMITED TO REPLACEMENT OF THE SOFTWARE OR ONE DOLLAR (\$1.00).

7.2 RECIPIENT agrees to indemnify, defend, and hold harmless PROVIDER, BOARD, UTMDACC, SYSTEM, and their officers, directors, shareholders, trustees, employees, students, scientists and agents from and against any and all third-party claims of any kind, including attorney's fees and litigation costs, arising out of, resulting from, or in any way related to RECIPIENT's breach of this AGREEMENT or RECIPIENT's use or misuse of the MATERIALS, including, without limitation,

claims for personal injury or property damage.

8. GENERAL PROVISIONS

- 8.1 This AGREEMENT is the exclusive agreement between RECIPIEINT and PROVIDER concerning the MATERIALS and supersedes any prior purchase order, communication, advertising, or representation. RECIPIENT hereby acknowledges that it has read and understands this AGREEMENT and agrees to be bound by its terms.
- 8.2 PROVIDER reserves the right to change the terms, conditions and notices under which the MATERIALS are offered. RECIPIENT is responsible for regularly reviewing these terms and conditions. Continued use of the MATERIALS after any such changes shall constitute RECIPIENT's consent to such changes and RECIPIENT's agreement to be bound by them.
- 8.3 This AGREEMENT shall be governed by and construed under the laws of the State of Texas, without regard to choice of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Venue and jurisdiction shall be proper only in the State of Texas in Harris County, and each party hereby consents to such exclusive and personal jurisdiction and venue.
- 8.4 RECIPIENT agrees that the MATERIALS will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations.
- 8.5 In the event that any provision of this AGREEMENT is found invalid or unenforceable pursuant to judicial decree, the remainder of this AGREEMENT shall remain valid and enforceable according to its terms.
- 8.6 All rights not expressly granted herein are reserved to PROVIDER.