

SOFTWARE TRANSFER AGREEMENT – RESEARCH PURPOSES ONLY

Dear _____:

Fox Chase Cancer Center (hereinafter known as FCCC) agrees to provide to _____ (hereinafter known as licensee) a proprietary computer program known as “Bayesian Decomposition”, which is adapted to run on a Linux, MacOS X, or Solaris computer system for scientific data analysis. Fox Chase wishes to preserve to itself all of the property rights in and to Bayesian Decomposition, its related documentation and such enhancements thereto as may, from time to time, be made.

Accordingly, FCCC and licensee agree as follows:

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2. Licensee shall have the right and license to use Bayesian Decomposition for research purposes only. The license to use Bayesian Decomposition shall be fully paid, non-transferable and without the right to sublicense. All copies of Bayesian Decomposition and enhancements thereof, are subject to return upon demand at any time after twelve (12) months from the date of acceptance of this agreement, if it is no longer being used for research purposes.
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7. The FCCC does not have the resources to offer technical support, although the FCCC would appreciate being notified of problems or “bugs” experience by the recipient in using the Bayesian Decomposition software package. If you have a technical problem or a “bug” to report, you may send a brief description thereof in writing to the FCCC and it will be forwarded to the person who wrote the software. However, we cannot promise any response, nor even an acknowledgement of receipt of your report.

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If you wish to obtain the Bayesian Decomposition software package under the foregoing conditions, please indicate your acceptance of said conditions by signing and dating a copy of this Software Transfer Agreement and returning it to:

Fox Chase Cancer Center
Attn: Marianne Weyhmuller
FAX: 215-214-1440

Only those requests that are submitted in the prescribed manner will be filled. Telephone requests will not be accepted. Please include your email address in this request. You will be contacted by email with a password allowing you to download the software from

<http://bioinformatics.fccc.edu/software/proprietary/BD>.

For Fox Chase Cancer Center

For licensee

Kurt Schwinghammer, Ph.D.
Director of Business Development

Date

Date

Licensee Email: