SOFTWARE TRANSFER AGREEMENT – RESEARCH PURPOSES ONLY

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_________________________________
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_________________________________

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:

1. It is understood that the Software Package transferred to licensee pursuant to this
   Agreement, and its component parts comprises trade secret and copyrighted subject matter which
   is proprietary to FCCC and, as such, is extremely valuable to FCCC, so that its use by or on
   behalf of licensee must be carefully and continuously controlled.

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.

3. Licensee shall have no rights in Bayesian Decomposition other than is
   specifically provided in this Agreement. Licensee specifically agrees that nothing herein shall be
   deemed to grant to Licensee any rights to use Bayesian Decomposition for any commercial
   purpose.

4. Licensee shall not distribute, release, or otherwise distribute Bayesian
   Decomposition to any person, corporation, or institution without FCCC’s prior written consent.
   All copies of Bayesian Decomposition are to remain under your immediate and direct control
   unless such prior written consent is obtained.

5. Licensee will take all reasonable precautions to avoid any unauthorized
   disclosure of the Software Package and will treat the Software Package with at least the same
   degree of care and secrecy as licensee treats its own proprietary software.
6. Licensee shall not copy or reproduce, or permit others to copy or reproduce the Software Package or any component thereof except as required during the authorized use of the Software Package by licensee.

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  
Kurt Schwinghammer, Ph.D.  
Director of Business Development

For licensee

_________________________________  
Date  
Licensee Email:  
______________________________  
Date