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End-User License Agreement

PROGRAM: #7143, #2022-301, #2022-302, #2022-303, #2022-304 & #2022-305, #2024-015
MSFragger + IonQuant Suite

Organization obtaining License ("LICENSEE"): _____

LICENSEE Contact Person: _____

Use Location ("SITE"): _____

Business Address: _____

Phone Number: _____

E-Mail Address: _____

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. One or more employees of the University of Michigan’s Medical School Department of Pathology and Computational Medicine and Bioinformatics have developed a proprietary software application and related documentation, referred to as “MSFragger + IonQuant Suite”, for use by trained individuals in bioinformatics, proteomics and related investigational fields (hereinafter referred to as "PROGRAM"); and
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- C. Access to the PROGRAM shall be provided at the time that license fees (as outlined in Section III. A.) are received by MICHIGAN.

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- B. Prior to any use of any PROGRAM by LICENSEE, LICENSEE shall purchase and maintain in effect (commercial) general liability insurance, product liability insurance, or errors and omissions insurance which shall protect LICENSEE and MICHIGAN with respect to the events covered by the above paragraph A. Such insurance policy must provide reasonable coverage for

all claims with respect to any PROGRAM used by LICENSEE and must specify MICHIGAN as an additional insured. LICENSEE shall furnish certificate(s) of such insurance to MICHIGAN, upon request.

VII. WARRANTY OF LICENSEE

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

VIII. TERMINATION

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- 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 agrees to comply with all applicable international and national laws that apply to the PROGRAM, including the United States Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States.
- F. MICHIGAN and LICENSEE agree that any electronically signed copy of this fully executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

UNDERSTOOD, ACCEPTED AND AGREED TO:

FOR LICENSEE

By _____
(authorized representative)

Typed Name _____

Title _____

Date _____

FOR THE REGENTS OF
THE UNIVERSITY OF
MICHIGAN

By _____
(authorized representative)

Typed Name _____

Title _____

Date _____