

**STANFORD ACADEMIC SOFTWARE LICENSE AGREEMENT FOR
Stanford Docket S16-444 “A computational method for quantifying transplant-derived
circulating cell-free DNA in absence of a donor genotype”**

1. This is a legal agreement between (insert name here) _____ (“RECIPIENT” or “you”), and THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY (“STANFORD”). Stanford has an assignment to “cfDNA1G: A computational method for quantifying transplant-derived circulating cell-free DNA in absence of a donor genotype” (“Software”) which was developed in the laboratory of Professor Jonathan Pritchard.
2. By accepting, receiving, and using Software, including any accompanying information, materials or manuals you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return the Software to STANFORD.
3. STANFORD grants to RECIPIENT a royalty-free, nonexclusive, and nontransferable license to use the Software furnished hereunder, upon the terms and conditions set out below.
4. RECIPIENT acknowledges that the Software is a research tool still in the development stage and that it is being supplied as is, without any accompanying services, support or improvements from STANFORD. STANFORD makes no representations and extends no warranties of any kind, either express or implied other than set out in this agreement.
5. RECIPIENT agrees to use the Software solely for internal academic non-commercial purposes and shall not distribute or transfer it to another location or to any other person without prior written permission from STANFORD.
6. RECIPIENT agrees not to reverse engineer, reverse assemble, reverse compile decompile, disassemble, or otherwise attempt to re-create the source code for the Software. RECIPIENT acknowledges that any programs created based on the Software will be considered a derivative of Software and owned by STANFORD.
7. RECIPIENT may make modifications to the Software and integrate Software into RECIPIENT’s own software.
8. RECIPIENT may not further distribute Software without express written permission of STANFORD. If permission to transfer the Software is given, RECIPIENT warrants that RECIPIENT will not remove or export any part of the Software from the United States except in full compliance with all United States export regulations and other applicable laws.
9. RECIPIENT will use the Software in compliance with all applicable laws, policies and regulations including, but not limited to, any approvals, informed consent and patient confidentiality principles.
10. RECIPIENT will indemnify, hold harmless, and defend STANFORD against any claim of any kind arising out of or related to the exercise of any rights granted under this Agreement or the breach of this Agreement by RECIPIENT.
11. Title and copyright to the Software and any derivatives and any associated documentation shall at all times remain with STANFORD, and RECIPIENT agrees to preserve same.

12. If RECIPIENT plans to publish any peer reviewed papers, abstracts, or similar publications, RECIPIENT agrees to grant to acknowledge Software and its creators in a manner consistent with academic (industry) practice.
13. This agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, RECIPIENT shall destroy or return immediately all Software and all copies thereof to STANFORD upon STANFORD's request.
14. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

RECIPIENT'S FULL NAME HERE

Signature _____

Name _____

Title _____

Date _____