

## License Agreement

This License is by and between Michigan State University, East Lansing, Michigan 48824 (“MSU”) and \_\_\_\_\_ (hereinafter “Licensee”).

### 1. Description of Product.

As used in this agreement, “Product” means the full, integrated Version 3 of the “SLIDE Software for Screening Molecular Databases for Ligands to Proteins” and any associated documentation, developed by Michigan State University personnel and copyrighted by the Michigan State University Board of Trustees.

### 2. License and Fees.

In consideration of Licensee’s signing this license agreement, MSU grants to Licensee a non-exclusive, perpetual, non-transferable license to use the Product for its internal purposes on the site of Licensee’s institution at \_\_\_\_\_. Licensee may develop derivatives of the Product for internal use, provided MSU copyright notices remain intact and that the contributions of MSU personnel as outlined in (3) are included. Licensee may make copies of the software as needed for its internal purposes, provided MSU copyright notices remain intact and the contributions of MSU personnel outlined in (3) are included. Neither the Product, Product copies, or derivatives from the Product may be transferred, licensed, or sold by Licensee.

From time to time, MSU may elect to make available updates of the Product. Such updates will also be covered under this license agreement.

### 3. Acknowledgements.

Licensee agrees to acknowledge the use of SLIDE in publications or presentations by citing the following references:

M. I. Zavodszky, P. C. Sanschagrín, R. S. Korde, and L. A. Kuhn (2002) "Distilling the Essential Features of a Protein Surface for Improving Protein-ligand Docking, Scoring, and Virtual Screening", *J. Comp.-Aided Molecular Design* 16, 883-902.

V. Schnecke, C. A. Swanson, E. D. Getzoff, J. A. Tainer, and L. A. Kuhn (1998) "Screening a Peptidyl Database for Potential Ligands to Proteins Including Side-Chain Flexibility", *Proteins: Structure, Function, and Genetics* 33, 74-87.

### 4. Prohibited Uses of the Product.

Licensee may not make copies of the Product that do not contain the notifications of copyright exactly as provided in the Product supplied to Licensee by MSU.

Licensee may not transfer or assign its rights under this License without the prior express written consent of MSU.

#### 5. Prohibited Uses of the University Name and Marks.

Licensee agrees that it will not use the MSU name or marks in publicity, advertising, fund-raising, or similar activities without the prior written approval of MSU.

#### 6. Intellectual Property.

Michigan State University retains title to Product. Licensee agrees to use reasonable efforts to protect the Product from unauthorized use or reproduction. All rights not specifically granted in this License are reserved by MSU.

#### 7. Warranty.

MSU MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO LICENSEE OR TO ANY OTHER PERSON OR ENTITY. SPECIFICALLY, MSU MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF PRODUCT. MSU WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES, EVEN IF MSU OR ITS EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MSU LIABILITY FOR ANY DAMAGES TO LICENSEE OR ANY PERSON EVER EXCEED THE FEE PAID FOR THE LICENSE TO USE THE PRODUCT, REGARDLESS OF ANY FORM OF THE CLAIM.

Additional statements by employees of MSU, such as correspondence or oral presentations, do not constitute warranties by MSU and should not be relied upon.

#### 8. Supplementary Provisions.

This License represents the entire understanding and agreement between MSU and Licensee regarding the Product, and supersedes any prior purchase order, communications, advertising, or representations. This License may be modified only in a written amendment signed by an authorized MSU officer. If any provision of this License shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provision of this agreement. This License shall be governed by Michigan law.

#### 9. Termination.

In the event that either party hereto commits any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice of such breach or default, the party giving notice may at its option and in addition to any other remedies which it may have by law, terminate this

Agreement by sending notice of termination in writing to the other party. Such termination shall be effective as of the date of the receipt of such notice.

10. Authorized Signatures

Institutions:	Michigan State University	Licensee
Names:	_____	_____
Signatures:	_____	_____
Titles:	Executive Director MSU Technologies 325 E. Grand River Ave. Suite 350 East Lansing, MI 48823 Tel: (517) 355-2186	_____
Dates:	_____	_____