

# License Agreement #9992-umich

This license agreement is *completed*.

## Pricing Information

**Unit Price**

\$0.00

**Quantity**

1

**Net Price**

\$0.00

**Sales Tax**

\$0.00

**Shipping**

\$0.00 None Selected

**Total Price**

**\$0.00**

## Licensee Information

**First Name**

Julianus

**Last Name**

Pfeuffer

**Email Address**

pfeuffer@informatik.uni-tuebingen.de

**Organization**

University of Tübingen

**Title**

--

**Phone Number**

--

**Address**

Julianus Pfeuffer

Ringbahnstrasse 39

**City**

Berlin

**State**

Berlin

**Zip Code**

12099

**Country**

DE

## Digital Downloads

This agreement includes 1 digital file, each available to the licensee for download.

- [MSFrager Code Package 11282017](#) - ZIP - 4.08 MB

*No expiration date or download limit set.*

# Full License Agreement

Following is the full and final license agreement text.

---

**NOTICE:** MSFragger utilizes the MSFTBX library to read mzXML and mzML files. The MSFTBX uses third-party software that is subject to open source and/or third-party license terms. These terms are attached in the file LICENSE-3RD-PARTY.txt. By accepting the terms and conditions of this Agreement, LICENSEE will also be subject to those terms and conditions.

---

PROGRAM: MSFragger UM # 7143

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. Members of the University of Michigan's Medical School Departments of Pathology and Computational Medicine and Bioinformatics have developed a proprietary software application and related documentation for peptide identification referred to as "MSFragger", for use by trained individuals in bioinformatics and proteomics research (hereinafter referred to as "PROGRAM"); and
2. LICENSEE desires to obtain, and MICHIGAN, consistent with its mission of education and research, desires to grant, a license to use the PROGRAM subject to the terms and conditions set forth below; and

The parties therefore agree as follows:

### I. LICENSE

MICHIGAN hereby grants to LICENSEE a non-exclusive, non-transferable right to use the PROGRAM solely for academic research, non-commercial or educational purposes within the LICENSEE's department and subject to the terms and conditions of this Agreement.

### II. LIMITATION OF LICENSE AND RESTRICTIONS

A. LICENSEE shall not use, print, copy, translate, reverse engineer, decompile, disassemble, modify, create derivative works of or publicly display the PROGRAM, in whole or in part, unless expressly authorized by this Agreement.

B. LICENSEE agrees that it shall use the PROGRAM only for LICENSEE'S sole and exclusive use, and shall not disclose, sell, license, or otherwise distribute the PROGRAM, in whole or in part, to any third party without the prior written consent of MICHIGAN. LICENSEE shall not assign this Agreement, and any attempt by LICENSEE to assign it shall be void from the beginning. LICENSEE agrees to secure and protect the PROGRAM and any copies of the PROGRAM in a manner consistent with the maintenance of MICHIGAN'S

rights in the PROGRAM and to take appropriate action by instruction or agreement with its employees who are permitted access to the PROGRAM in order to satisfy LICENSEE'S obligations under this Agreement.

C. LICENSEE may copy the PROGRAM for the purpose of using the PROGRAM on other devices and for archival purposes.

D. Such license shall be only for its intended use and in accordance with applicable Food and Drug Administration (FDA) regulations for pre-clinical and clinical research, including, but not limited to, applicable investigational device exemption (IDE) regulations, institutional review board (IRB) approval, required protocols and monitoring of the study, required records and reports, and applicable protection of human subjects regulations.

E. LICENSEE agrees to acknowledge MICHIGAN in scientific publications resulting (in part) of the use of the PROGRAM, by making reference to the publication of the PROGRAM when it becomes available in the scientific literature. Copyright notice should be as follows, "MSFragger © 2016 The Regents of the University of Michigan."

### III. CONSIDERATION

A no-cost option for the license rights granted in this Agreement.

### IV. TITLE AND OWNERSHIP

A. No ownership rights of MICHIGAN in the PROGRAM are conferred upon LICENSEE by this Agreement.

B. LICENSEE acknowledges MICHIGAN'S proprietary rights in the PROGRAM and agrees to reproduce all copyright notices supplied by MICHIGAN on all copies of the PROGRAM.

### V. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

A. **THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MICHIGAN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET LICENSEE'S REQUIREMENTS OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR FREE.** MICHIGAN shall not be liable for special, indirect, incidental, or consequential damages with respect to any claim on account of or arising from this Agreement or use of the PROGRAM, even if MICHIGAN has been or is hereafter advised of the possibility of such damages. Because some states do not allow certain exclusions or limitations on implied warranties or of liability for consequential or incidental damages, the above exclusions may not apply to LICENSEE. In no event, however, will MICHIGAN be liable to LICENSEE, under any theory of recovery, in an amount in excess of the license fee paid by LICENSEE under this Agreement.

B. LICENSEE agrees that MICHIGAN has no obligation to provide to LICENSEE any maintenance, support, or update services. Should MICHIGAN provide any revised versions of the PROGRAM to LICENSEE, LICENSEE agrees that this license agreement shall apply to such revised versions.

### VI. WARRANTY OF LICENSEE

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

## VIII. TERMINATION

If LICENSEE at any time fails to abide by the terms of this Agreement, MICHIGAN shall have the right to immediately terminate the license granted herein, require the return or destruction of all copies of the PROGRAM from LICENSEE and certification in writing as to such return or destruction, and pursue any other legal or equitable remedies available.

## VIII. MISCELLANEOUS

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 xerographically or electronically reproduced copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

G. MSFragger utilizes the MSFTBX library to read mzXML and mzML files. The MSFTBX uses third-party software that is subject to open source and/or third-party license terms. These terms are attached in the file LICENSE-3RD-PARTY.txt. By accepting the terms and conditions of this Agreement, LICENSEE will also be subject to those terms and conditions

---