Standard License Agreement for dnaLIMS

This is an agreement between dnaTools, Inc., of Fort Collins, Colorado, USA, and

_____   of   _____
("Customer") Name of Institution   City, State, Country

1. Grant of License:

In exchange for paying the license fee as set forth in the current Price Schedule for dnaTools Inc. Services and any applicable taxes, dnaTools Inc. grants to Customer a perpetual, nonexclusive license to run one installation of the dnaLIMS bioinformatics software, ("Package") on one computer (See section 6).   dnaTools Inc. will provide maintenance, consisting of software updates, new software releases, and technical support, for one year and, if maintenance is renewed, for additional yearly increments. The Package is the copyrighted property of dnaTools Inc. and is licensed for exclusive use with the computer and operating system designated by Customer in section 6 of this agreement.

2. dnaTools Inc. agrees to do the following:

A. Send the Package (on currently dnaTools Inc. supported media and/or on a computers internal disk and/or on-site install) and one complete set of documentation to Customer.

B. Allow Customer to copy Package documentation for use by persons authorized to use the Package under this agreement (defined under 3H).

C. Help Customer solve problems with installation or use of the Package by telephone, fax, or electronic mail. dnaTools Inc. does not guarantee it will solve all problems or correct all errors--only that it will try to do so. This agreement does not commit dnaTools Inc. to provide user training. This agreement also does not commit dnaTools Inc. to solve problems arising from Customer's use of the Package on computers for which dnaTools Inc. does not normally provide executable code or on microcode the Customer has modify.

D. Items that are defective upon delivery to Customer will be replaced free-of-charge. Items that are lost after delivery to Customer are subject to a replacement fee.

E. Provide prompt reports whenever errors which generate results that could be seriously misleading are discovered in the Package or its documentation.

F. Warrant the current version of the Package will work substantially as described in the current version of the Package documentation.

THE WARRANTY IN SECTION 2F OF THIS AGREEMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED. dnaTools SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

3. Customer agrees to do the following:

A. Pay all fees arising under this agreement according to dnaTools Inc. invoices, including any and all applicable taxes unless Customer provides acceptable proof of tax exemption.

B. Properly update and distribute information needed to keep the Package functioning properly.

C. Implement procedures to validate input and output accuracy and correctness of results.

D. Provide dnaTools Inc. with the name, address, telephone number, fax number, e-mail address (if available) of a contact person or persons at Customer's institution to whom it may direct information about the Package, this agreement, and associated fees.

E. Notify dnaTools Inc. in writing if the Package is transferred from the licensed computer and operating system designated in section 6 of this agreement to a different computer or operating system.

F. Make copies of the files in the Package only to meet security, installation, and backup needs and label such copies clearly in a manner that makes dnaTools Inc. copyrights known.

G. Use reasonable efforts to keep persons with access to the Package from modifying or suppressing any of the copyright notices that appear in Package documentation, media, files, and program banners.

H. Allow only Customer's employees, contractors of Customer, and customers of Customer to use the Package.

I. Notify dnaTools Inc. in writing promptly if Customer believes the Package is being used in violation of this agreement and cooperate with dnaTools Inc. to help stop the violation.

J. Explain the terms of this agreement to those affected by it.

K. Agrees not to reverse engineer, edit or modify any files within the Package.

4. General terms of this License:

A. Customer agrees that dnaTools Inc. liability to Customer will not exceed the license fee paid by Customer, or, after the first year of this agreement, the current year's maintenance fee.

B. Customer agrees that dnaTools Inc. will not be liable for any lost profits or other consequential damages, even if dnaTools Inc. has been advised of the possibility of such damages.

C. If Customer notifies dnaTools Inc. in writing that the Package does not work substantially as it is described in the Package documentation, dnaTools Inc. may choose to either 1) make it work as described or 2) terminate this agreement and refund to Customer an amount equal to the a) license fee paid, or, b) after the first year of this agreement, the current year's maintenance fee reduced by a monthly proration of that year's maintenance period, beginning with the date on which Customer notifies dnaTools Inc. For a refund of the license fee, Customer agrees to stop using the Package, remove it from the designated computer, and return all copies in its possession to dnaTools Inc.

D. This is a license to run one installation of the Package on the one licensed computer designated by Customer in Section 6 of this agreement. "Run" in this context means load and execute the binary instructions of the Package. If Customer wants to run the Package on more than one computer, a multi-computer license is required. (Note: Microcomputers that access the Package through terminal emulators, browsers, or X-servers are not "running" the Package binaries so their usage is not limited under this section.)

E. Neither this agreement nor the rights of Customer under this agreement may be transferred, leased, assigned, or sublicensed without dnaTools's prior written consent.

5. Renewal of maintenance for this agreement:

A. This agreement begins on the date when the software is actually delivered to Customer. dnaTools Inc. obligation to provide maintenance continues for one year. Customer may renew maintenance for additional years by paying maintenance fees. Maintenance fees are charged at the rate of 20% of the purchase price, $2,000 minimum.

B. If, for any reason, dnaTools Inc. must make amendments to the terms of this agreement, dnaTools Inc. will submit a license amendment to Customer requiring the signature of an authorized representative of Customer. dnaTools Inc. may not be willing to renew maintenance unless such amendments are accepted by Customer.

C. Customer may choose not to pay these maintenance fees or accept any amendments to this agreement. In this event, dnaTools Inc. will stop supplying Customer with software updates, new software releases, and technical support for the Package and its documentation. Customer may continue to run the Package on one computer.

D. If Customer stops paying for maintenance and continues to use the Package Customer must still comply with sections 3E through 3K of this agreement. All of dnaTools Inc. responsibilities under section 2 will terminate.

E. If, after declining to renew maintenance, Customer wishes to have dnaTools Inc. resume the maintenance of the Package or install the current version of software, Customer must make the maintenance contract current by paying all in-arrears maintenance contract fees and any current maintenance contract fees.

F. If a technical support issue last longer than two hours, additional charges may apply.

6. Designated Computer

Currently Supported Hardware: Sun/Solaris, Intel/Linux, PPC/Linux, Mac/OS-X

Licensed Computer: _____
(Manufacture and Model)

HostID of Licensed Computer: _____

Operating System/Version No.: _____

Maintenance Period: One Year, Beginning _____

This agreement is governed by the laws of the State of Colorado and the United States. Any and all proceedings relating to or arising out of this agreement shall be maintained in the courts of the State of Colorado or in federal district court sitting in Denver Colorado, which courts will have exclusive jurisdiction for such purpose. If any part of this agreement is held to be invalid, that part will be omitted, but the balance will remain in full force and effect. In the event legal proceedings are necessary, Customer shall pay for all related costs, including, but not limited to, collection agency fees, attorney fees, court costs, and any and all similar or consequential costs.