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1. Background

The Genome Bioinformatics Group at UCSC created and developed the UCSC Genome Browser, along with a portfolio of related software tools, altogether defined in Appendix A as the "Software". Howard Hughes Medical Institute ("HHMI") once had an ownership interest in the UCSC Genome Browser, but has since assigned that interest to University, subject to a paid-up, non-exclusive, irrevocable license to use the UCSC Genome Browser for HHMI’s research purposes. The Software is protected by United States and international copyright laws.

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UCSC records Your Internet Protocol (IP) address when You successfully launch the Software.

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UCSC may, at its sole discretion, offer limited support, future enhancements or upgrade versions of the Software to
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During the license Term for the Software and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow University the right to examine such records and any applicable systems and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of License Fees, You will pay such License Fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

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(e) All requests for renewal of licenses granted under this EULA shall be sent to “genomebrowser@ucsc.edu”. Other notifications related to this EULA shall be sent to the address below:

   University of California, Santa Cruz
   Industry Alliances & Technology Commercialization
   Attention: Genome Browser – IATC
   1156 High Street, MS: Office of Research
   Santa Cruz, CA, 95064
   Email: genomebrowser@ucsc.edu

(f) You understand that California Education Code section 92000 provides that the name “University of California” is the property of the State of California, and that no person shall use this name in advertising, publicity, or other promotional activities without the written permission of the University.

(g) Any license granted in this EULA shall be subject to the Additional Terms set forth in the following Appendices A and B. The terms and conditions contained herein and in these Appendices constitute the entire EULA between you and the University.
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“Software Product” means specific Software for which You purchased an active Commercial Seat License or Enterprise License through the UCSC Genome Browser Store (https://genome-store.ucsc.edu/) or Appendix B of this EULA. Examples of a Software Product include, but are not limited to, Genome Browser in a Box (GBiB), Genome Browser source code, LiftOver program, Genome Browser in the Cloud (GBiC), etc.

“Term” means the initial license period commencing on the date You pay the applicable License Fee and ending one (1) year later, unless terminated earlier pursuant to Section 3.6 of this EULA. The Term may be extended, at the sole discretion of University, by Your timely payment-in-full of a license renewal invoice from University that specifies a new end date for the Term.
Appendix B
Additional Terms

Software Product(s) being licensed:
☐ Genome Browser in a Box (GBiB)    ☐ LiftOver program
☐ Genome Browser in the Cloud (GBiC)    ☐ UCSC Chain Files
☐ Genome Browser source code

Once signed both by You (“Licensee”) and University, this Appendix B, and the additional terms therein (“Additional Terms”), shall supplement the standard EULA terms. If there is a conflict between the standard EULA terms and the Additional Terms, the Additional Terms shall control.

By signing below, You indicate that You agree to be bound by all of the terms of this EULA, including the Additional Terms in this Appendix B. This Appendix B is made effective as of the date of the last signature below.

LICENSEE

Dated: ___________________________   Dated: ___________________________
By: _______________________________   By: _______________________________
Name: ____________________________   Name: ____________________________
Title: ______________________________   Title: ____________________________