

End User HKL Software License Agreement – Free Upgrade

This Agreement is between HKL Research, Inc., with a place of business at 310 Old Ivy Way, Suite 301, Charlottesville, VA 22903 (“HKL”) and _____
_____(the “LICENSEE”).

Definitions:

The **HKL** suite is a package of programs intended for the analysis of X-ray diffraction data collected from single crystals, and consists of three programs: *XdisplayF* for visualization of the diffraction pattern, *Denzo* for data reduction and integration, and *Scalepack* for merging and scaling of the intensities obtained by *Denzo* or other programs. The programs *Denzo* and *Scalepack* are © 1985 by Zbyszek Otwinowski, and © 1997 by the University of Texas Southwestern Medical Center at Dallas. The program *XdisplayF* was developed by Wladek Minor, and is © 1991 by the Purdue Research Foundation, and © 1997 by the University of Virginia Patent Foundation. **The HKL Manual**, Edition 4, was written by Daniel Gewirth, with the cooperation of Zbyszek Otwinowski and Wladek Minor, and is © 1993 by Daniel Gewirth.

In the subsequent paragraphs the “**SOFTWARE**” means version **1.98** of the HKL package and includes binary executable images of the programs *Denzo*, *Scalepack* and *XdisplayF*.

“**Detector**” means the detector described in detail in the Section 7 of this Agreement, for which the LICENSEE holds the current HKL license.

“**Site**” means LICENSEE’S experimental facility described in the Section 7.

Recitals:

HKL and the Licensee confirm that the Licensee has already acquired a license for an earlier version of the HKL program package. The Licensee understands and agrees that an individual license is required for each in-house detector at the Site and acknowledges that the HKL program package license has been acquired for all in-house detectors.

Therefore:

The “**License Fee**” for the license granted by this Agreement is waived and shall be **\$0.00 (zero US Dollars)**. The License is limited to the Detector.

The Licensee understands and agrees that additional detectors at the Site, of the same or different model, will require a separate license agreement and an additional license fee.

The term "**non-commercial use**" means the use of the SOFTWARE by academic non-profit organizations (including universities, government entities and academic institutions) for research or educational purposes, where such research is not subject to any written agreement allowing a commercial or for-profit entity to impose intellectual property rights restrictions on the published results, for example by limiting further analysis and/or use of such results, or by delaying the availability of any data, where the SOFTWARE was used to derive those data, to the general public, for more than six months. Use that does not match the above description requires a different license explicitly allowing such use and may be obtained by contacting HKL.

1. Grant of Rights

Once HKL accepts and signs this agreement, HKL will hereby grant to the LICENSEE a non-exclusive, non-transferable, perpetual academic license as described in this Agreement to install and to use (and to copy for such use) the SOFTWARE for analysis of the single-crystal X-ray diffraction data collected on the Detector on the appropriate computer system(s) (explicitly stated hereinafter) at the Site (provided that the nodes the SOFTWARE is used on are within a radius of 800 meters from the Detector). Any use of the SOFTWARE other than a non-commercial use as described above is strictly prohibited. HKL reserves the right to terminate this License immediately in the event of unauthorized use of the SOFTWARE.

Supported operating systems include IRIX 6.5 (SGI) and Linux..

There is a limit of 10 computers on which the LICENSEE may use the SOFTWARE. The LICENSEE may purchase a license expansion that allows running the SOFTWARE on the additional computers.

The License allows the LICENSEE access to versions of the program needed to process data collected at the synchrotron facilities worldwide. That condition applies to the supported detectors at the time of the license activation.

Updates to the SOFTWARE will be provided for one year at no charge.

LICENSEE'S use of the SOFTWARE shall be limited to its own internal use. LICENSEE agrees not to provide crystallographic data collection/reduction services to the outside users with the exception of scientific or research collaboration

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HKL may terminate this Agreement and the License granted hereby if the LICENSEE breaches this Agreement, provided that HKL shall have given the LICENSEE written notice of such breach and the LICENSEE shall have failed to cure said breach within 30 days of such notice.

The LICENSEE agrees that any reports or publication of results obtained with the SOFTWARE will acknowledge its use by an appropriate citation. Until further notice this would refer to:

Z. Otwinowski and W. Minor, " Processing of X-ray Diffraction Data Collected in Oscillation Mode ", Methods in Enzymology, Volume 276: Macromolecular Crystallography, part A, p.307-326, 1997, C.W. Carter, Jr. & R.M. Sweet, Eds., Academic Press

4. Warranty of Title

HKL represents and warrants that HKL has the right to license the SOFTWARE and to enter into this Agreement.

5. Limited Warranty

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7. Detector and Site Description

Detector Model: _____

Manufacturer : _____

Serial Number: _____

Computer Operating System: _____

Year the HKL license was purchased: _____

Site description and address:

Effective as of the _____ day of _____ 2005.

LICENSEE:

HKL Research, Inc.:

Date: _____

Date: _____

Sign : _____

Sign: _____

Name: _____

Name: Iwona Minor

Title: _____

Title: President & CEO