

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is entered into as of _____, _____ (the “Effective Date”) by and between deCODE genetics ehf., a corporation duly organized and existing under the laws of Iceland (the “Licensor”), and _____ (the “Licensee”).

PRELIMINARY STATEMENTS

- A. The Licensor has developed and owns the copyrighted Program (as defined herein) in existence as of the Effective Date.
- B. The Licensee wishes to obtain a limited license to use the Program solely for the Licensee's internal research purposes.
- C. The Licensor is willing to grant the Licensee such a limited license, and the Licensee is willing to accept such limited license, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statements and the mutual promises and covenants set forth in this Agreement, the Licensor and the Licensee hereby agree as follows:

- 1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the respective meanings set forth below, unless context dictates otherwise.
 - 1.1 “*Documentation*” means the textual materials and examples identified on *Schedule A* attached.
 - 1.2 “*Program*” means the software program, in source code, identified on *Schedule A* attached.
 - 1.3 “*Licensed Material*” shall mean the Program and the Documentation, collectively.
- 2. LICENSE GRANTS; DELIVERY.
 - 2.1 *By Licensor.*
 - (a) The Licensor hereby grants the Licensee a non-exclusive, non-transferable, royalty-free right and license, without the right to grant sublicenses, to use the Licensed Material, solely for the Licensee's internal research use, and the Licensee hereby accepts the grant of such right and license.
 - (b) Licensee's internal research use shall include research conducted by the Licensee, and his subordinates and co-workers in his Department, in connection with the Licensee's position at the Department of _____ at _____ (the “Academic Institution”), provided that such research is funded by national or federal grants or public or private foundations which have no obligations with respect thereto to commercial entities. Licensee's internal research use shall specifically not include, without limitation, any research conducted at the Academic Institution pursuant to funding or sponsorship by any commercial third party or by any private or public foundation with obligations with respect thereto to a commercial entity.

3. AGREEMENTS, RESPONSIBILITIES OF LICENSEE.

- 3.1 *Ownership by Licensor.* The Licensee acknowledges and agrees that the Licensee shall obtain only the specific, limited rights granted under this Agreement and that all other right, title and interest in and to the Licensed Material and all derivatives thereof, as well as all patents, patent applications, copyrights, trade secrets, trademarks or other proprietary rights with respect thereto, are, and shall continue to be, owned solely by the Licensor.
- 3.2 *Negative Covenants.* Except to the extent expressly authorized by this Agreement, the Licensee shall not:
- (a) Use Licensed Material to conduct research activities for, on behalf of, or in collaboration with any third party, except as specifically provided in Section 2.1.b.
 - (b) Alter or remove any of the Licensor's proprietary rights notices that appear in or on the Licensed Material;
 - (c) Reproduce, distribute, encumber, sell, rent, lease, sublicense or otherwise transfer rights to the Licensed Material;
 - (d) Use, reproduce or emulate any trademarks, logos, trade dress or other proprietary devices of the Licensor (collectively, the "Marks") that identify the Licensor as the origin of the Licensed Material;
 - (e) Take any action to jeopardize, limit or interfere in any manner with the Licensor's ownership of or rights with respect to the Licensed Material; or

4. REPRESENTATIONS AND WARRANTIES; DISCLAIMER OF WARRANTY, LIABILITY.

- 4.1 *Disclaimer of Warranties; Licensee's Assumption of Responsibility.* THE LICENSED MATERIAL IS PROVIDED FREE OF CHARGE, ON AN "AS IS" BASIS. THEREFORE, THE LICENSOR MAKES NO, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED MATERIAL, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESIGN, FREEDOM FROM DEFECTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE PRACTICE. THE ENTIRE RISK AS TO THE QUALITY OF AND PERFORMANCE OF THE LICENSED MATERIAL SHALL BE BORNE BY THE LICENSEE. IF THE LICENSED MATERIAL PROVES DEFECTIVE IN ANY RESPECT, THE LICENSEE, AND NOT THE LICENSOR, SHALL BE RESPONSIBLE FOR THE ENTIRE COST OF ANY SERVICE OR REPAIR.
- 4.2 *No Liability.* IN NO EVENT SHALL THE LICENSOR BE LIABLE TO THE LICENSEE FOR ANY DIRECT OR INDIRECT DAMAGES RESULTING FROM OR RELATED TO THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF GOOD WILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, INFRINGEMENT AND ANY AND ALL OTHER COMMERCIAL DAMAGES OF LOSSES, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) UPON WHICH A CLAIM FOR DAMAGES OR RELIEF IS BASED.

5. TERM; TERMINATION.

- 5.1 *Term.* This Agreement shall become effective on the Effective Date and shall continue in effect for an unlimited term, except as provided for in Section 5.2.
- 5.2 *Termination.* The Licensor may terminate this Agreement upon written notice to the Licensee in the event the Licensee breaches a material term of this Agreement.
- 5.3 *Effect of Termination.* Promptly after termination of this Agreement, Licensee shall return or destroy the Licensed Material.

6. MISCELLANEOUS.

- 6.1 *Relationship of Parties.* This Agreement does not constitute, and shall not be construed as constituting, an agency, partnership or joint venture relationship between the Licensor and the Licensee. Neither party shall have the right to obligate or bind the other party in any manner whatsoever.
- 6.2 *Further Actions.* Each party shall execute, acknowledge and deliver such further instruments, and do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement, including, without limitation, any actions undertaken to create, preserve or memorialize the Licensor's proprietary rights with respect to the Licensed Material.
- 6.3 *Public Announcements.* Licensor shall have the right to announce publicly the existence of this Agreement without the prior consent of the Licensee.
- 6.4 *Entire Agreement; Amendment.* This Agreement contains all of the agreements, understandings, representations, conditions, relations, warranties and covenants of the parties, and supersedes and cancels all previous agreements made between the parties concerning the subject matter hereof through the Effective Date. All modifications and amendments to this Agreement must be in writing and signed by both parties.
- 6.5 *No Implied Waiver.* The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by either party of any particular breach of any provision hereof be taken or held to be a waiver of any subsequent breach thereof.
- 6.6 *Governing Law; English Original Controlling.* This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. The original version of this Agreement in the English language shall prevail over any translation hereof.
- 6.7 *Assignment.* This Agreement shall not be assignable by the Licensee without the written consent of the Licensor. No assignment and transfer by the Licensee shall be valid or effective unless done in accordance with this Section 6.7 and unless and until the assignee / transferee shall agree in writing to be bound by the provisions of this Agreement.
- 6.8 *Headings.* All section headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

6.9 *Severability*. When possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

6.10 *Counterparts*. This Agreement may be executed simultaneously in any number of counterparts, any one of which need not contain the signature of more than one party but all such counterparts taken together shall constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to execute this Agreement as of the Effective Date.

DECODE GENETICS EHF

By: _____

Name: Jeffrey Gulcher

Title: Vice President for R&D

Address: Lyngháls 1
 IS-110 Reykjavík
 ICELAND
 Fax No.: 354-570-1806

LICENSEE

By: _____

Name: _____

Title: _____

E-mail: _____

Address:

Attention: _____

Fax No.: ____-____-_____

SCHEDULE A

PROGRAM

- Allegro

DOCUMENTATION

- Allegro program manual
- Allegro technical report
- Allegro examples

Allegro is a computer program for multipoint genetic linkage analysis written in C++. Among the features of Allegro are calculation of multipoint parametric lod scores, NPL scores, allele sharing lod scores based on various scoring functions, reconstruction of haplotypes, estimated recombination count between markers, and entropy information. Allegro is distributed in source code.