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1. Background

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UCSC may, at its sole discretion, offer limited support, future enhancements or upgrade versions of the Software to You without cost, or extended support to You at a price to be determined on a case-by-case basis.

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(a) This EULA is the exclusive agreement between You and University concerning the Software, and supersedes any prior purchase order, communication, advertising or representation concerning the Software.
(b) No waiver or modification of this EULA shall be valid unless in writing signed by both You and University. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any term or other breach hereof.

(c) If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this EULA shall remain in full force and effect.

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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” means the UCSC Genome Browser and related tools listed and defined in the UCSC Genome Browser store (https://genome-store.ucsc.edu/) and owed by University.

“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)
- 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.

LICENSEE

Dated: ____________________________
By: ______________________________
Name: ____________________________
Title: ____________________________

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS SANTA CRUZ CAMPUS

Dated: ____________________________
By: ______________________________
Name: ____________________________
Title: ____________________________