

NATIONAL INSTITUTES OF HEALTH SOFTWARE TRANSFER AGREEMENT

This Software Transfer Agreement ("STA") has been adopted for use by the National Institutes of Health ("NIH") in all transfers of research software ("Software").

Provider: National Institute on Aging

Provider has certain proprietary software (hereinafter, collectively referred to as "Software") and Provider agrees to transfer such Software to Recipient's investigator, to be used solely in connection with the research project described in the web form.

Therefore, in consideration of the premises and mutual covenants contained herein, the Provider and Recipient agree as follows:

1. In all written publications or oral presentations, Recipient will acknowledge Provider's contribution of Software through appropriate citation of published work: Martin B, Chadwick W, Yi T, Park SS, Lu D, Ni B, Gadkaree S, Farhang K, Becker KG, Maudsley S. VENNTURE—A Novel Venn Diagram Investigational Tool for Multiple Pharmacological Dataset Analysis. PLoS ONE 10.1371/journal.pone.0036911.
2. Recipient agrees to use Software at single location, (hereinafter "Site"). Recipient agrees not to copy Software, in whole or in part.
3. Name of the Software (VENNTURE) shall remain with the Provider. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to either Party by the other of any license or other rights under any patent, patent application or other intellectual property right or interest. Provider reserves the right to distribute Software to others and to use it for Provider's own purposes.
4. When Provider is NIH: Recipient agrees to hold the United States Government harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of Software. Recipient agrees not to claim, infer, or imply Governmental endorsement of the Project, the Recipient or Recipient's personnel conducting the Project or any resulting product(s). When Recipient is NIH: It is the intention of the NIH that Provider not be liable to NIH for any claims or damages arising from NIH's use of Software; however, no indemnification is provided or intended.
5. Software is supplied AS IS, without any accompanying services or improvements from Provider. SOFTWARE IS SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of Software will not infringe any patent or proprietary rights of third parties.
6. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
7. The construction, validity, performance and effect of this Agreement shall be governed by Federal law, as applied by the Federal Courts in the District of Columbia
8. Provider, indicate if Software is Year 2000 compliant: Yes

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Any false or misleading statements made, presented, or submitted to the Government, including any relevant omissions, under this Agreement and during the course of negotiation of this Agreement are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. " 3801?3812 (civil liability) and 18 U.S.C. ' 1001 (criminal liability including fine(s) and/or imprisonment).