

AMBER 16 SOFTWARE LICENSE AGREEMENT

IMPORTANT: This Amber license Agreement is a legal agreement between you, the end user (either an individual or an entity), and the University of California.

AMBER Software License

GRANT OF LICENSE. The Regents of the University of California grants, and you hereby accept, a non-exclusive license to use the Amber 16 software product ("Software") to the extent of its rights and in accordance with the terms of this Agreement. This licensed copy of the Software may only be used by you and members of your organization at your site who have read and agreed to this license. You may install the Software on computers at your site, or at other locations, provided that reasonable steps are taken to restrict use of the software to you and members of your organization. You may not distribute copies of the Software to others outside of your organization, and may make only those copies of the Software which are necessary to install and use it as permitted by this Agreement, or are for purposes of backup and archival records.

OWNERSHIP. This ownership is protected by the copyright laws of the United States and by international treaty provisions. Upon expiration or termination of this Agreement, you shall promptly return all copies of the Software and accompanying written materials to the University of California.

MODIFICATIONS AND DERIVATIVE WORKS. You may modify the software, and use it to create derivative works, for your internal use at the site covered by this license. You may not distribute such modified or derivative software to others outside of your site without written permission. You may distribute the modifications themselves (e.g. as "patches") under terms of your choice. We encourage users to contribute modifications back into Amber, but you are under no obligation to do so.

REPORTS OF PUBLICATIONS. You agree to acknowledge use of the Software in any reports or publications of results obtained with the Software.

ASSIGNMENT RESTRICTIONS. You shall not use the Software (or any part thereof) in connection with the provision of consultancy, modeling or other services, whether for value or otherwise, on behalf of any third party who does not hold a current valid Amber 16 Software License Agreement. You shall not rent, lease, or otherwise sublet the Software or any part thereof. You may transfer on a permanent basis the rights granted under this license provided you transfer this Agreement and all copies of the Software, including prior versions, and all accompanying written materials. The recipient must agree to the terms of this Agreement in full and register this transfer with the University of California.

LIMITED WARRANTY. LICENSEE acknowledges that LICENSORS make no warranty, expressed or implied, that the program will function without error, or in any particular hardware environment, or so as to generate any particular function or result, and further excluding any other warranty, as to the condition of the program, its merchantability, or its fitness for a particular purpose. LICENSORS shall not be liable for any direct, consequential, or other damages suffered by the LICENSEE or any others as a result of their use of the program, whether or not the same could have been foreseen by LICENSORS prior to

granting this License. In no event shall LICENSORS liability for any breach of this agreement exceed the fee paid for the license.

UNIVERSITY OF CALIFORNIA'S LIABILITY. In no event shall the University of California be liable for any indirect, special, or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with or arising out of the use of the software by you or the services provided for in this Agreement, even if the University of California has been advised of the possibility of such damages. The University of California's entire liability and your exclusive remedy shall be, at the University of California's discretion, to return the Software and proof of purchase to the University of California for either (a) return of any license fee, or (b) correction or replacement of Software that does not meet the terms of this limited warranty.

NO OTHER WARRANTIES. The University of California disclaims other implied warranties, including, but not limited to, implied warranties of merchantability or fitness for any purpose, and implied warranties arising by usage of trade, course of dealing, or course of performance. Some states do not allow the limitation of the duration or liability of implied warranties, so the above restrictions might not apply to you.

FEE. When you have signed this license agreement and sent credit card information, or an appropriate check or money order made out to the Regents of the University of California, to the address at the bottom of this form, instructions for downloading the AMBER source code will be sent to you.

1. Computing centers (operating on a not-for-profit basis) can license AMBER for a fee of \$2000 and make executable code available to their users from non-profit organizations (no matter where such users are located, and irrespective of whether such users have their own Amber license). However, for-profit organizations who want to use the program at such centers must have signed a separate license agreement with UCSF.
2. The cost for all other non-profit, government and academic organizations is \$500.
3. For-profit and commercial organizations licensing AMBER for the first time should pay \$20,000 and those having licensed AMBER 12 or 14 should pay \$15,000.
4. Hardware manufacturers and compiler vendors who want to use the program for porting, benchmarking and demonstrations ONLY may pay the non-profit license fee.
5. For multi-site or multinational for-profit companies, there should be a license fee paid per site. The fee for the first site is \$20,000 (or \$15,000 for current licensees); for the second site, \$15,000; for the third site, \$10,000; additional sites are free.

Name of Amber software user or contact person -- PRINT or TYPE

SIGNATURE of authorized user or contact person

Full name of organization -- PRINT or TYPE

Department or Laboratory -- PRINT or TYPE

- Non-profit
- For-profit:
 - First-time purchase
 - Upgrade
- Computing center
- Benchmarking/demonstration/porting

Contact person e-mail: _____
(Important! Downloading instructions will be sent to this email address.)

Telephone and fax numbers: _____

All licensing fees must be **PREPAID** by check, money order, or credit card. No purchase orders can be accepted. If an invoice is required before payment can be authorized, please send a request to **AMBER-Users@ucsf.edu**.

Please note that purchase orders cannot be accepted.

- Check enclosed (payable to "U.C. Regents")
- Credit card: MasterCard Visa American Express
Number: _____ Exp. Date: _____

Name as it appears on the card (PRINT or TYPE)

Orders may take up to two weeks to process. Instructions for downloading the codes will be sent to the email address given above.

Send this license and appropriate fee payment to:

Alma Rosa Agorilla
AMBER Software Administrator
University of California, San Francisco
1700 4th St. Room BH408
San Francisco, CA 94158-2540

Phone: (415) 514-3647

Fax: (415) 390-9174

email: AMBERLicensing@ucsf.edu

Do not send credit card information via email. This is not secure and could cause account theft. Please send credit card information only by way of fax, mail, or phone.