

# *mga* License Agreement

October 10, 2003

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- 4. Proper Credit and Recognition:** Appropriate credits consist of including in any documentation and publications about research using *mga* a reference to the following publication:

Höhl, M. and Kurtz, S. and Ohlebusch, E.: *Efficient Multiple Genome Alignment*, Bioinformatics, 18(Suppl. 1):S312-S320, 2002.
- 5. Disclaimer of Warranty:** LICENSOR provides *mga* on an **as is** basis. LICENSOR does not warrant its validity of performance, efficiency, or suitability. All warranties, including without limitation, any warranty or merchantability or fitness for a particular purpose, are hereby excluded. LICENSOR's liability for intent and/or malicious deception of defaults in title and/or errors remains unaffected.

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- The liability is limited to such damages as can typically be expected to occur as a result of the action causing the damage at the time that this agreement was concluded.
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9. **Applicable Law:** This AGREEMENT is deemed to be made under, and shall be governed by the laws of the Federal Republic of Germany. Both parties consent to jurisdiction in the Federal Republic of Germany. Place of jurisdiction for all obligations of the parties arising from this Agreement is Hamburg. This AGREEMENT is subject to German law. The application of the CISG United Nations Convention on Contracts for International Sale of Goods of 11.04.1980 is excluded.
10. **Binding Effect Agreement:** This AGREEMENT shall be binding upon and inure to the benefit of the heirs, successors and assigns of LICENSEE, but LICENSEE may not assign this AGREEMENT or any of its rights or obligations hereunder without the prior written approval of LICENSOR.
11. **Entire Agreement:** This AGREEMENT represents the complete and exclusive statement of the agreements between the parties relating to the licensing of *mga*, and supersedes all prior and simultaneous agreements and representations between them relating to such licensing. Any alterations and amendments to this Agreement must be in writing. The same applies to the removal of this written form clause. E-mails are deemed to not suffice written form.

12. **Definition of Sites:** The separate geographical locations referred to as SITES are listed below:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

13. **Mailing Address:** A signed copy of this license AGREEMENT shall be sent by post or as a FAX by LICENSEE to LICENSOR at the following address:

Prof. Dr. Stefan Kurtz  
Zentrum für Bioinformatik  
Universität Hamburg  
Bundesstrasse 43  
20146 Hamburg  
Germany  
FAX: +49 40 42838 7312

An Email describing how to download *mga* shall be send by LICENSOR to LICENSEE to the following Email address:

Electronic Mail: \_\_\_\_\_

Name: \_\_\_\_\_

In previous cases, there were problems with the FAX machine, or it was not possible to decipher the E-mail address of the LICENSEE. To verify that the FAX is received properly, LICENSEE may want send a short E-mail to [kurtz@zbh.uni-hamburg.de](mailto:kurtz@zbh.uni-hamburg.de) stating that the FAX was sent. Once the signed agreement is received it will be processed as soon as possible.

14. **Safeguarding Provisions:** Should one or more of the conditions in this AGREEMENT be or become ineffective, the validity of the remaining conditions of this AGREEMENT remains unaffected. The ineffective condition should be revised so that it achieves the desired purpose taking into account the interests of both parties. If this is not possible, then the invalid condition is to be replaced by one that achieves the effect of the original condition as far as possible taking into account the interests of both parties.

15. **Execution and Delivery:** By its execution and delivery of this AGREEMENT, LICENSEE covenants and agrees to be bound by the above stated terms and conditions, and warrants and represents that the person or persons signing this AGREEMENT is authorized to bind and commit LICENSEE to this AGREEMENT.

Name and Title: \_\_\_\_\_

Research Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_