NOTICE: MSFragger, IonQuant, and diaTracer utilize third party software (listed in the attached in APPENDIX - B "LICENSE-3RD-PARTY.txt") that is subject to open source and/or third-party license terms. By accepting the terms and conditions of this Agreement, LICENSEE will also be subject to those terms and conditions.

PROGRAM(S): MSFragger + IonQuant + diaTracer Suite – UM Files Identified in APPENDIX - A

This Agreement is made by and between The Regents of The University of Michigan, a constitutional corporation of the state of Michigan (hereinafter "MICHIGAN") and LICENSEE.

BACKGROUND

1. Members of the University of Michigan's Medical School Departments of Pathology and Computational Medicine and Bioinformatics have developed a series of proprietary software applications and related documentation for peptide identification and quantification from mass spectrometry data referred to as "MSFragger + IonQuant + diaTracer Suite", for use by trained individuals in bioinformatics and proteomics research (hereinafter referred to as "PROGRAM"); and

2. LICENSEE desires to obtain, and MICHIGAN, consistent with its mission of education and research, desires to grant, a license to use the PROGRAM subject to the terms and conditions set forth below; and

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VI. WARRANTY OF LICENSEE

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B. THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN MICHIGAN AND LICENSEE AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS AND OTHER COMMUNICATIONS, VERBAL OR WRITTEN, BETWEEN THEM WITH RESPECT TO USE OF THE PROGRAM. THIS AGREEMENT MAY BE MODIFIED ONLY WITH THE MUTUAL WRITTEN APPROVAL OF AUTHORIZED REPRESENTATIVES OF THE PARTIES.

C. The terms and conditions of this Agreement shall prevail notwithstanding any different, conflicting, or additional terms or conditions which may appear in any purchase order or other document submitted by LICENSEE. LICENSEE agrees that such additional or inconsistent terms are deemed rejected by MICHIGAN.

D. Unless otherwise exempt therefrom, LICENSEE agrees that it will be responsible for any sales, use or excise taxes imposed by any governmental unit in this transaction except income taxes.

E. LICENSEE acknowledges that the PROGRAM is of United States origin. LICENSEE agrees to comply with all applicable international and national laws that apply to the PROGRAM, including the United States Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States.

F. MICHIGAN and LICENSEE agree that any xerographically or electronically reproduced copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

G. MSFragger, IonQuant, and diaTracer utilize third party software (listed in the attached in APPENDIX - B "LICENSE-3RD-PARTY.txt") that is subject to open source and/or third-party license terms. By accepting the terms and conditions of this Agreement, LICENSEE will also be subject to those terms and conditions.

APPENDIX – A
MSFragger + Ion Quant + diaTracer Suite – PROGRAMS

1. IR #7143: MSFragger
2. #2022-301: MSFragger-Core
3. #2022-302: MSFragger-Glyco
4. #2022-304: MSFragger-LOS
5. #2022-305: MSFragger-DIA
6. #2024-015: MSFragger-Labile
7. #2025-051: MSFragger-DDA+
8. #2022-303: IonQuant
9. #2024-417 diaTracer

APPENDIX – B
LICENSE-3RD-Party.txt

Java libraries used by MSFragger:
- ahocorasick: open source (Apache 2.0) https://github.com/robert-bor/aho-corasick
- eclipse-collections-api: open source (EDL 1.0, EPL 1.0) https://eclipse.dev/collections/
- eclipse-collections: open source (EDL 1.0, EPL 1.0) https://eclipse.dev/collections/
- grpc-netty-shaded: open source (Apache 2.0) https://github.com/grpc/grpc-java
- grpc-protobuf: open source (Apache 2.0) https://github.com/grpc/grpc-java
- grpc-stub: open source (Apache 2.0) https://github.com/grpc/grpc-java
- annotations-api: open source (Apache 2.0) https://tomcat.apache.org/
- license3j: open source (Apache 2.0) https://github.com/verhas/License3j
- maven-model: open source (Apache 2.0) https://maven.apache.org/ref/3.9.9/maven-model/
- junit: open source (EPL 1.0) https://junit.org/junit4/
- batmass-io: closed source, both academic and commercial use is permitted.

Java libraries used by IonQuant:
- eclipse-collections-api: open source (EDL 1.0, EPL 1.0) https://eclipse.dev/collections/
- eclipse-collections: open source (EDL 1.0, EPL 1.0) https://eclipse.dev/collections/
- commons-math3: open source (Apache 2.0) https://commons.apache.org/proper/commons-math/
- jfreechart: open source (LGPL 2.1) https://www.jfree.org/jfreechart/
- ssj: open source (Apache 2.0) https://github.com/umontreal-simul/ssj
- gson: open source (Apache 2.0) https://github.com/google/gson
- license3j: open source (Apache 2.0) https://github.com/verhas/License3j
- batmass-io: closed source, both academic and commercial use is permitted.

Java libraries used by diaTracer:
- eclipse-collections-api: open source (EDL 1.0, EPL 1.0) https://eclipse.dev/collections/
- eclipse-collections: open source (EDL 1.0, EPL 1.0) https://eclipse.dev/collections/
- commons-math3: open source (Apache 2.0) https://commons.apache.org/proper/commons-math/
- commons-cli: open source (Apache 2.0) https://commons.apache.org/proper/commons-cli/
- license3j: open source (Apache 2.0) https://github.com/verhas/License3j

- batmass-io: closed source, both academic and commercial use is permitted.

MSFragger, IonQuant, and diaTracer utilizes Batmass-IO that uses the following libraries:
- jaxb-stream: open source (Apache 2.0) https://github.com/chavaillaz/jaxb-stream
- commons-csv: open source (Apache 2.0) https://commons.apache.org/proper/commons-csv/
- slf4j-api: open source (MIT License) https://www.slf4j.org/
- jna: open source (Apache 2.0, LGPL 2.1) https://github.com/java-native-access/jna
- sqlite-jdbc: open source (Apache 2.0, BSD 2-Clause) https://github.com/xerial/sqlite-jdbc
- grpc-protobuf: open source (Apache 2.0) https://grpc.io/
- grpc-stub: open source (Apache 2.0) https://grpc.io/
- javax.annotation-api: open source (CDDL 1.0, GPL 2.0) https://github.com/javaee/javax.annotation
- javacl: open source (BSD 3-Clause) https://github.com/nativelibs4java/JavaCL
- org.osgi.core: open source (Apache 2.0) https://github.com/osgi/osgi
- org.osgi.compendium: open source (Apache 2.0) https://github.com/osgi/osgi
- guava: open source (Apache 2.0) https://github.com/google/guava
- commons-pool2: open source (Apache 2.0) https://commons.apache.org/proper/commons-pool/
- biojava-ontology: open source (LGPL 2.1) https://biojava.org/
- jaxb-runtime: open source (EDL 1.0) https://eclipse-ee4j.github.io/jaxb-ri/
- maven-model: open source (Apache 2.0) https://maven.apache.org/ref/3.9.9/maven-model/index.html
- mockito-core: open source (MIT License) https://github.com/mockito/mockito
- junit-jupiter-api: open source (EPL 2.0) https://junit.org/junit5/
- junit-jupiter-engine: open source (EPL 2.0) https://junit.org/junit5/