

Exhibit 1

LICENSE AGREEMENT

WHEREAS, Duke University, an educational and research institution located in Durham, North Carolina (“Duke”), owns all rights to the instrument developed by Omar Aguilar, Donald A. Berry, and Giovanni Parmigiani, known as the BRCAPRO Program (“Program”); and

WHEREAS, The Johns Hopkins University, a Maryland corporation having an address at 3400 N. Charles Street, Baltimore, Maryland, 21218-2695 (“JHU”), owns all rights to the software and documentation developed by Giovanni Parmigiani, Wenyi Wang, Sining Chen and Karl Broman and known as BayesMendel (“BayesMendel”) which utilizes Program; and

WHEREAS, The University of Texas Southwestern Medical Center at Dallas (“UT Southwestern”), a component institution of The University of Texas System (“System”) having an address at 5323 Harry Hines Boulevard, Dallas, Texas 75390-9094, owns all rights to the software and documentation developed by David M. Euhus and known as CancerGene (“CancerGene”) which utilizes BayesMendel; and

WHEREAS Duke, JHU and UT Southwestern desire to make the Program, BayesMendel and CancerGene available to further research and development, and to advance related medical and scientific knowledge; and

WHEREAS _____, located in _____, (“Licensee”) desires to obtain a license to use the Program, BayesMendel and CancerGene subject to the terms and conditions set forth herein:

1. License. Duke, JHU and UT Southwestern hereby grant and Licensee accepts a nonexclusive license to use the Program, BayesMendel and CancerGene for internal, educational, academic and research purposes. It is expressly understood that this License does not permit sublicensing or sale or distribution of the Program, BayesMendel and CancerGene to third parties or for commercial purposes.
2. Dissemination. The Licensee agrees not to disseminate the Program, BayesMendel, CancerGene, or any related support files to others.
3. Term; Termination. This License shall become effective immediately upon execution of this License by Licensee and shall continue indefinitely, unless it is terminated in accordance with the terms hereunder. Duke, JHU and UT Southwestern may terminate this Agreement immediately upon Licensee’s breach of this Agreement.
4. Disclaimer of Warranties. THE PROGRAM, BAYESMENDEL AND CANCERGENE ARE PROVIDED TO LICENSEE ON AN “AS IS” BASIS AND LICENSEE UNDERSTANDS THAT DUKE, JHU AND UT SOUTHWESTERN MAKE NO EXPRESS OR IMPLIED

WARRANTY OF ANY KIND. DUKE, JHU AND UT SOUTHWESTERN SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE PROGRAM, BAYESMENDEL AND CANCERGENE. FURTHER, DUKE, JHU AND UT SOUTHWESTERN MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE PROGRAM, BAYESMENDEL AND CANCERGENE WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, DUKE, JHU AND UT SOUTHWESTERN ADDITIONALLY DISCLAIM ALL OBLIGATIONS AND LIABILITIES ON THE PART OF DUKE, JHU AND UT SOUTHWESTERN AND THE DEVELOPERS OF THE PROGRAM, BAYESMENDEL AND CANCERGENE , FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF DUKE, JHU AND UT SOUTHWESTERN HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FEES OR COSTS) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PROGRAM, BAYESMENDEL AND CANCERGENE LICENSED UNDER THIS AGREEMENT.

5. Indemnification. Except where limited by Federal law, or by the constitution and laws of the state governing the Licensee, Licensee agrees to indemnify, defend, subject to the statutory duties of the Texas Attorney General, with counsel reasonably acceptable to Duke, JHU and UT Southwestern, and hold harmless Duke, JHU, The Johns Hopkins Health Systems, UT Southwestern, System, their present and former Regents, trustees, officers, agents, faculty, students and employees from and against any judgments, fees, expenses, other costs arising from or incidental to any product liability or other law suit, claims, demands, or causes or other action whatsoever, including without limitation those arising on account of Licensee's modification or enhancement of the Program, BayesMendel or CancerGene or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its officers, employees, agents or representatives, whether or not Duke, JHU, UT Southwestern, System and developers of Program, BayesMendel and CancerGene, either jointly or severally, are named as a party defendant in any such lawsuit and whether or not Duke, JHU, UT Southwestern, System, or the developers of Program, BayesMendel and CancerGene are alleged to be negligent or otherwise responsible for injuries to persons or property. The obligation of Licensee to defend and indemnify as set out in this Paragraph shall survive the termination of this Agreement, shall continue even after assignment of rights or responsibilities to another entity, and shall not be limited by any other limitation of liability elsewhere in this Agreement.

6. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas. The Texas state courts of Dallas County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

7. Use of Name. No party shall use the name of another party or any contraction thereof or the name of the developers of Program, BayesMendel or CancerGene without prior written consent from an authorized representative of the respective party except that this shall not be taken to

prevent Licensee from referencing any published works relating to the Program, BayesMendel or CancerGene.

Accepted and agreed to this _____ day of _____, 2004 by:

LICENSEE

Typed Name:

Typed Title: