

Software-License-Agreement

Between:

SCIENCE FACTORY GmbH, a corporation of the Federal Republic of Germany, having a place of business at Unter Käster 1, 50677 Cologne, Germany, hereinafter referred to as "SCIENCE FACTORY",

and

hereinafter referred to as "LICENSEE"

ARTICLE 1 - Background

SCIENCE FACTORY has developed a software named überTOOL hereinafter defined. LICENSEE is interested in using this software. Therefore, in consideration of the covenants herein contained, SCIENCE FACTORY and LICENSEE agree to the following:

ARTICLE 2 - Definitions

1. "SOFTWARE" means a computer program - and its updates - named überTOOL(TM). überTOOL is a software for processing and displaying bioinformatics data. überTOOL is a system comprising one or multiple „SERVER“ (including a database engine and a workflow execution environment), including auxiliary programs (i.e. for importing data into the system) and one or multiple clients (the graphical user interface).
2. "EFFECTIVE DATE" means the date this agreement is signed by the party last to sign.
3. "CPU" means Central Processing Unit of a Computer.
4. "USER" means each person who works on behalf of LICENSEE and with SOFTWARE.
5. "DOCUMENTATION" means all explanation material related to SOFTWARE.
6. "SERVER" means a computer that is used for workflow execution and/or data storage of the SOFTWARE and runs under the Linux or the Sun Solaris operating system. A SERVER may have multiple CPUs and is identified by its IP-Number.
7. "CLIENT" means a computer that is temporary or constantly connected to a SERVER and is used for running the graphical user interface of SOFTWARE.

ARTICLE 3 - Grants

SCIENCE FACTORY grants LICENSEE one nonexclusive, perpetual licenses to use the SOFTWARE by installing and using SOFTWARE on one SERVER and as many CLIENTS of LICENSEE as feasible.

ARTICLE 4 - Consideration

1. As consideration for the licenses granted under Article 3, LICENSEE shall pay SCIENCE FACTORY a license fee of 1000 EURO.
2. LICENSEE shall pay the license fee according to Article 4.1 to SCIENCE FACTORY within 10 working days after the EFFECTIVE DATE.
3. LICENSEE shall report SCIENCE FACTORY immediately if LICENSEE intends to increase the number of SERVERs on which the SOFTWARE can be used concurrently, thus requesting additional licenses equal to the number of SERVERs reported.
4. LICENSEE shall pay 750 EURO for each and every additional license becoming due according to Article 4.3 within 10 working days after the notification.
5. As soon as SCIENCE FACTORY has the right of disposal of the payment made according to Article 4.4, one nonexclusive license will be granted for each and every additional SERVER for which the additional license fee has been paid.
6. Payment of the license fee according to Articles 4.1 or 4.4 shall be made by cable or wire to a Bank specified by SCIENCE FACTORY:

Sparkasse Cologne, Germany
SWIFT Code: COLSDE33
Account Number: 47402979
Account Name: SCIENCE FACTORY

ARTICLE 5 - Delivery

SCIENCE FACTORY shall deliver one copies of SOFTWARE and DOCUMENTATION within 10 working days after the receipt of the payment according to Article 4.1.

ARTICLE 6 - Duration and termination of this agreement

1. SCIENCE FACTORY shall have the right to terminate this agreement in the event that LICENSEE defaults with respect to any of its obligations hereunder. Termination shall be effected by serving LICENSEE with written notice of default by certified or registered mail. LICENSEE shall remedy the default within thirty (30) working days after the date of mailing such notice. If LICENSEE fails to remedy the default within the thirty (30) day period, this agreement shall terminate automatically thereafter.
2. After the termination or expiration of this agreement, LICENSEE is obliged to destroy all copies of SOFTWARE and all files related to SOFTWARE as well as all copies of DOCUMENTATION. LICENSEE shall notify SCIENCE FACTORY in writing about the destruction of SOFTWARE and DOCUMENTATION. The notification shall be made within ten (10) working days after the termination or expiration of this agreement.

ARTICLE 7 - Special Obligations

1. LICENSEE shall neither transfer nor make available the SOFTWARE or the DOCUMENTATION to any third party.
2. LICENSEE shall not modify, discompile, reengineer, translate or disassemble the SOFTWARE. LICENSEE shall not design modified versions of SOFTWARE.
3. LICENSEE shall not transfer SOFTWARE via any network or any other data-transfer-channel from one COMPUTER to another COMPUTER.
4. LICENSEE is not allowed to offer services related to SOFTWARE to third parties. Those services include but are not limited to consulting for SOFTWARE, creating modules, workflows or importers for SOFTWARE.
5. LICENSEE is not allowed to sell, lend, or otherwise transfer software applications derived from SOFTWARE to third parties.
6. LICENSEE may accept services such as consulting, support, training, customization related to SOFTWARE only from SCIENCE FACTORY or from third parties that are authorized by SCIENCE FACTORY.

7. Any publication in scientific journals of results that have been created with the help of SOFTWARE have to refer to the software and the SCIENCE FACTORY.

ARTICLE 8 - Duplication

1. The SOFTWARE and DOCUMENTATION are subject to copyright. LICENSEE is not entitled to produce any copy or partial copy of SOFTWARE or DOCUMENTATION.
2. LICENSEE is obliged to prevent unauthorized access of any third party to the SOFTWARE or DOCUMENTATION. The employees and/or USERS of LICENSEE, who deal with SOFTWARE, must be informed about the regulations in this agreement and the copyright.

ARTICLE 9 - Guaranties

SCIENCE FACTORY guarantees that it is legally entitled to grant LICENSEE license(s) to use SOFTWARE on the basis of this agreement.

ARTICLE 10 - Liability

1. SCIENCE FACTORY shall not be liable for any direct or indirect loss, damage or expense suffered by LICENSEE, LICENSEE's customers or any third party, arising from the use of SOFTWARE (including any error in the software) or any transaction made in connection with SOFTWARE, unless caused by SCIENCE FACTORY through willful misconduct or gross negligence.
2. SCIENCE FACTORY shall not be liable for any damages whatsoever (including without limitation special, incidental, indirect or consequential damage for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or the inability to use SOFTWARE.
3. In any case SCIENCE FACTORY's entire liability under any provision of this agreement shall be limited to 20% of the amount actually paid by LICENSEE.

ARTICLE 11 - Assignment

LICENSEE shall not assign this agreement in whole or in part to any third party without the prior written consent of SCIENCE FACTORY.

ARTICLE 12 - Force Majeure

Neither of the parties hereto shall be liable in damages or have the right to cancel this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to acts of God, governmental restrictions, continuing domestic or international problems such as wars or insurrections, strikes, fires, floods, work stoppages, embargos and/or lack of materials. The foregoing shall not be considered a waiver of either party's obligations under this agreement, and as soon as the cause of such delay or default is removed, the party affected by such cause shall promptly resume fulfillment of its obligations under this agreement.

ARTICLE 13 - Applicable Law, Court of Jurisdiction

The formation of this agreement, its validity, interpretation and execution is governed by the promulgated laws and regulations of the Federal Republic of Germany.
Court of jurisdiction is Cologne.

ARTICLE 14 - Miscellaneous

If any provision of this agreement shall to any extent, be invalid or unenforceable, the remainder shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. However, in case such invalidation or unenforceability impairs the rights and interest of either party, the parties shall renegotiate this agreement in good faith.

Further Goods Ordered

LICENSEE has the right to order additional services from SCIENCE FACTORY at the time of signing the license agreement with a 10% reduction for those services. Services are a) customizing of the SOFTWARE, b) supporting users and administrators of SOFTWARE and c) training via a Web Workshop for users and administrators.

# of units	unit price	price	goods

_____ x	<u>1500 EURO</u> =	_____	CUSTOMIZING, one man-day
_____ x	<u>1500 EURO</u> =	_____	SUPPORT, one man-day, equals 20 email
_____ x	<u>750 EURO</u> =	_____	TRAINING, 2.5 hour
		summ: _____	
	10% reduction:	_____	
		Total: _____	
		=====	

[print name and title]

SCIENCE FACTORY
 Date: _____
 Place: Cologne, Germany

LICENSEE
 Date: _____
 Place: _____