

Acellera Software Licence Agreement Version 2.3

Terms and Conditions

1. Grant of License

1.1. Licensor grants to the Licensee a non-exclusive, non-transferable license (without the right to sub-license) to use the Software and to possess and refer to the Documentation (Software instructions manual) subject to the terms and conditions of this Agreement.

1.2. The Licensee warrants that it is a Academic / Not-for-profit OR Industrial / For-profit organisation.

1.3. The Licensee's use of the Software is restricted according to the "Deployment Type" listed in the Schedule:

1.3.1. Nodelocked:

1.3.1.1. use is restricted to deployment only at the "Deployment Site" listed in the Schedule and no more than the authorized number of running executables at any time on the allowed hardware.

1.3.2. Group:

1.3.2.1. deployment of a license server is restricted to the machines with License Server MAC addresses given in the Schedule. Deployment of the Software is restricted to machines that have network access to the license server

1.3.2.2. The Licensee may not give access to the license server to individuals or entities outside their organisation's administrative group or business unit. In particular, the Licensee must not permit the license server to be visible outside their local network.

1.4. The Licensee shall use the Software and the Documentation solely for internal purposes, or for a third-party service but restricted to the project that must be described in Appendix A.

1.5. The Licensee may make copies of the Software for backup purposes provided that no more than 2 copies made by the Licensee will be in existence at any one time.

2. License Fee

2.1. The Licensee shall pay the Licensor the License Fee within 45 days of the date of the Licensor's invoice.

2.2. The License Fee includes software updates for the duration of the license and excludes (i) VAT (where applicable) and (ii) training for the Software or Documentation. These may be requested by the Licensee and if available may be provided by the Licensor at its then current standard prices.

2.3. No License Fee will be applied for Trial Version (this must be stated in the Schedule).

3. Delivery

3.1. Upon execution and return of this Agreement, the Licensor shall deliver to the Licensee one copy of the Software in machine readable form.

3.2. After Delivery of the Software, the License fee is not refundable.

4. License Expiration

4.1. The license under this Agreement commences upon delivery of the Software to the Licensee

and shall continue for a period equal to the license period, as stated in the Schedule.

5. Licensee's Obligations

5.1. The Licensee shall:

5.1.1. supervise and control use of the Software in accordance with the terms of this Agreement;

5.1.2. include the copyright notice of the Licensor on all whole or partial copies in any form of the Software.

5.2. The Licensee shall not, other than as permitted by this Agreement, copy, reproduce, translate, adapt, decompile, modify, reverse engineer or disassemble the Software.

5.3. When disclosing simulation results to the public (in any form), acknowledge the Software, via a reference (written or oral, depending on the media) to the Licensor's website (<http://www.acellera.com/>) and the following peer reviewed articles (M. Harvey, G. Giupponi and G. De Fabritiis, ACEMD: Accelerated molecular dynamics simulations in the microseconds timescale, J. Chem. Theory and Comput. 5, 1632 (2009); S. Doerr, M.J. Harvey, F. Noe, G. De Fabritiis, HTMD: High-throughput molecular dynamics for molecular discovery, JCTC 2016, 12(4), pp1845-52; M. J. Harvey and G. De Fabritiis. AceCloud: Molecular Dynamics Simulations in the Cloud. J. Chem. Inf. Model. (2015) 55 (5), pp 909–914).

5.4. Report exclusively to the Licensor any technical issue or problem, which may arise using the Software without disclosing it to the public in any form written or oral.

6. Liability

6.1. The Licensor does not warrant that the use of the Software will be uninterrupted or error free.

6.2. The Licensor shall not be liable to the Licensee, for any type of losses including (without limitation) any loss of profit, business, revenue, goodwill or anticipated savings or for any special, exemplary or consequential damages, including death.

7. Intellectual Property Rights

7.1. The Software and copyright and other intellectual property rights in the Software shall remain the property of the Licensor.

8. Confidentiality

8.1. Each party agrees to keep confidential all information obtained from the other both pursuant to this Agreement and prior to and in contemplation of it and all other information that it may acquire from the other in the course of this Agreement, to respect the other's proprietary rights therein, to use the same exclusively for the purposes of or as contemplated by this Agreement, and to disclose the same only to those of its employees and sub-contractors pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

8.2. Clause 8.1 shall not apply to information which:

8.2.1. is trivial or obvious; or

8.2.2. is prior to receipt thereof from one party was in the possession of the other and at its free disposal; or

8.2.3. is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived it directly or indirectly from the other party; or

8.2.4. is or becomes generally available to the public through no act or default of the recipient party.

8.3. Each party shall procure that all its employees and sub-contractors pursuant to this

Agreement (if any) who have access to any information of the other to which Clause 8.1 applies shall be made aware of and subject to these obligations.

8.4. The Licensee shall keep the Software and Documentation and any part thereof confidential on and subject to the terms of this Clause 8, and shall not disclose them or make them available to any third party without the prior written consent of the Licensor, subject to Clause 1.5.

8.5. Both parties can disclose the existence of this License Agreement.

8.6. The parties' obligations under this Clause shall survive termination of this Agreement.

9. Termination

9.1. The Licensor may by notice in writing to the Licensee terminate this Agreement if the Licensee commits a breach of this Agreement which in the case of a breach capable of remedy has not been remedied within 30 days of the receipt by the Licensee of a notice identifying the breach and requiring its remedy.

9.2. Within 14 days following the date of termination of this Agreement, the Licensee shall cease to use the Software and shall at the Licensor's direction either destroy or return to the Licensor all of the Software and Documentation including copies together with the Licensee's written certification by a duly authorized officer that this clause has been complied with in full.

9.3. Termination of this Agreement shall be in addition to and not a waiver of any remedy available to the Licensor arising from the Licensee's breach of this Agreement.

10. Assignment

10.1. The Licensee shall not assign, sub-license, resell or otherwise transfer any of the rights or obligations under this Agreement without the prior written consent of the Licensor.

10.2. The Licensor shall be entitled without the prior written consent of the Licensee to assign, sub-contract or otherwise transfer its rights and obligations under this Agreement.

11. General

11.1. This Agreement shall be governed by and construed in accordance with the laws of Spain.

11.2. All disputes arising in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the courts of Barcelona, Spain.

11.3. Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement which is due to causes beyond its reasonable control provided that the party affected by such causes gives notice in writing to the other party at the commencement and cessation of these causes.

11.4. Any notice or other communication required or permitted under this Agreement shall be given in writing to the address of the recipient as notified from time to time and will be deemed to have been served when:

11.4.1. delivered personally;

11.4.2. if properly addressed and posted by prepaid first class or air mail;

11.4.3. if sent by facsimile upon being sent if acknowledged to have been received in full and without error.

11.5. This Agreement contains the entire agreement between the Licensor and the Licensee relating to the licensing of the Software and save in the case of fraud supersedes all prior oral or written understanding, arrangements, representations or agreements between them relating to the subject matter of this Agreement.

11.6. No amendment, variation or discharge of this Agreement is valid unless accepted in writing by both parties.

11.7. The failure of either party to exercise or enforce any rights under this Agreement shall not

amount to a waiver of those rights.

11.8. The illegality or invalidity of any part of this Agreement shall not affect the legality or validity of the remaining clauses.