

Database of Chemical Space (GDB)

License Agreement for non-Commercial Entities

The University of Bern, Hochschulstrasse 4, 3012 Bern, Switzerland ("University of Bern"), represented by Prof. Dr. Jean-Louis Reymond, and the undersigned Institution ("Licensee") agree as follows:

1 Definitions

- 1.1 "Agreement" means this license agreement
- 1.2 "Database" means the following current release version of the database for which Licensee desire to obtain a legal copy:
The generated Database of Chemical Space GDB up to 11 atoms (GDB-11) developed by Tobias Fink and Jean-Louis Reymond, Department of Chemistry and Biochemistry of the University of Bern.
- 1.3 "non-Commercial Use" means any research being carried out using the Database which is (a) not undertaken for profit, and (b) is not intended to produce works, services, or data for commercial use, and (c) is neither conducted, nor funded, by a person or an entity engaged in the commercial use, application or exploitation of works similar to the Database, unless such funding confers no commercial rights to the funding person or entity.
- 1.4 "Recipient Scientist" means the responsible of the group actually ordering and intending to use the Database. Post-docs and graduate students need to have the principal investigator of their lab sign as the Recipient Scientist.

2 Grant

- 2.1 Upon execution of this Agreement, University of Bern grants to Licensee, and Licensee accepts, a perpetual (unless terminated under Section 7), non-exclusive, non-transferable, non-sublicensable right for internal, non-Commercial Use of the Database in Recipient Scientist's research group.
- 2.2 Licensee and Recipient Scientist shall not distribute, publish, disclose or otherwise transfer or allow to be transferred the Database or any copies thereof, in whole or in part to any party outside or within Licensee. Notwithstanding the foregoing, Licensee shall be granted the right to disclose results generated with the aid of the Database in edited scientific journals.

3 Acknowledgement

Licensee and Recipient Scientist agree that any reports or publication of results obtained with Database will acknowledge its use by an appropriate citation. Until further notice this would refer to:

T. Fink, H. Bruggesser, J.-L. Reymond. Virtual Exploration of the Small Molecule Chemical Universe below 160 Daltons. *Angew. Chem. Int. Ed.* **2005**, *44*, 1504-1508.

4 Delivery

University of Bern shall provide Recipient Scientist access to the Database via an ftp site following execution of this Agreement.

5 Limitation of Remedies

5.1 The Database has been developed as part of research conducted at the University of Bern. The Database is experimental in nature and is made available "AS IS" without obligation by the University of Bern to provide accompanying services or support.

5.2 UNIVERSITY OF BERN DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO ANY DATA, PROGRAMS, INFORMATION, OR OTHER MATERIAL FURNISHED TO LICENSEE HEREUNDER, INCLUDING THEIR CONDITION; CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION; THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS; AND TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

5.3 In no event shall the University of Bern be liable to Licensee for any incidental, special, exemplary, or consequential damages; No claims nor demands shall be brought against the University of Bern, even if the University of Bern has been advised of the possibility of such damages.

6 Term

This Agreement becomes effective at the latest date upon which it is fully executed by both parties and is perpetual unless terminated by: (a) mutual consent; (b) University of Bern upon Licensee's failure to cure a material breach of this Agreement within thirty (30) days of receipt of written notice of breach. On termination of the Agreement, Recipient Scientist must immediately cease using and destroy his copy of the Database and all associated documentation in its possession or control. All provisions of this Agreement that are capable of surviving termination will so survive.

7 General

7.1 Neither party may assign or transfer its rights or obligations under this Agreement without the prior consent of the other party.

7.2 This Agreement shall be governed by the laws of Switzerland, the exclusive place of jurisdiction being Bern (Switzerland).

7.3 This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing.

7.4 No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each party.

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed by their duly authorized representatives.

For Licensee

_____, _____
Place, Date

Institutions name

Name and function of the undersigned representative

Signature

Name and function of the undersigned Receiving Scientist

Signature

For University of Bern

Bern, _____

Prof. Dr. J.-L. Reymond