LICENSE AGREEMENT

Minnesota Solvation Database–version 2012

*Licensee: Please fill in items marked *___ and
return two signed copies of this license to*

***Technology Strategy Manager, Software
University of Minnesota
Office for Technology Commercialization
1000 Westgate Drive, Suite 160
St. Paul, MN 55114-8658
Fax: (612) 624-6554***

*We will sign both copies and return one to you
with DATABASE download instructions.*

This AGREEMENT is effective upon the date of last signature by the parties:

*_____

(hereafter LICENSEE), that has a principal place of business or research at

*_____

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and the Regents of the University of Minnesota (hereafter UNIVERSITY), a nonprofit corporation of the State of Minnesota, having an office at 450 McNamara Alumni Center, 200 Oak St. SE, Minneapolis, MN 55455-2070. The parties agree as follows:

ARTICLE I - INTRODUCTION

1.1   LICENSEE and the UNIVERSITY are occasionally referred to as "parties" in singular or plural usage as indicated by the context.

1.2   Terms in this AGREEMENT which appear in upper case letters, other than the names of the parties and article headings, have the meanings given in Article II.

1.3   The UNIVERSITY possesses certain information and knowledge relating to the following identified DATABASE:

   DATABASE   DOCKET #
   Minnesota Solvation Database   Z05201

1.4   LICENSEE desires to obtain a license in order to use the DATABASE for the internal purposes of LICENSEE.

1.5   The UNIVERSITY and LICENSEE agree to the following terms and conditions in order to develop such information and knowledge and enter into a license agreement.

ARTICLE II - DEFINITIONS

2.1   DATABASE shall mean Minnesota Solvation Database–Version 2012. DATABASE contains a collection of 2923 experimental solvation free energies for 731 unique solutes in 91 solvents and gas-phase molecular geometries in Cartesian coordinates for the corresponding solutes. All of the 731 solutes in this database (482 neutrals and 249 singly-charged ions) contain at most the following elements: H, C, N, O, F, Si, P, S, Cl, and Br. The DATABASE consists of database files and documentation.

2.2   DERIVATIVES shall mean LICENSEE-created computer DATABASE which is modeled after or based in whole or in part on the DATABASE, including, but not limited to, translations of the DATABASE to other foreign or computer languages, adaptation of the DATABASE in other hardware platforms, and abridgments, condensations, revisions, and DATABASE incorporating all or any part of the DATABASE.

2.3   COPYRIGHTS shall mean any and all copyrights, including registered copyrights, respecting the DATABASE.

2.4   Site shall mean the following LICENSEE location

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ARTICLE III - COPYRIGHTS AND INTELLECTUAL PROPERTY

3.1   The UNIVERSITY agrees to use its best efforts, consistent with sound and reasonable judgment, to register COPYRIGHTS.

3.2   The UNIVERSITY shall have sole title to DATABASE and all COPYRIGHTS.

3.3   Nothing in this agreement shall be construed to give LICENSEE rights in any technologies developed by the UNIVERSITY other than those explicitly specified in this agreement. Nothing in this agreement shall be construed to give the UNIVERSITY rights in technologies developed by LICENSEE other than those explicitly specified in this agreement.

3.4   LICENSEE shall have sole title to all trademarks it develops and uses in connection with LICENSEE's business. LICENSEE shall have no ownership right or use rights to any trademark registered by the UNIVERSITY

3.5   The UNIVERSITY does not plan to pursue applications or patents for subject matter concerning the DATABASE at this time. The UNIVERSITY shall have the option, at its sole discretion and expense, to file and prosecute applications and to maintain patents on the DATABASE and future improvements made by the UNIVERSITY.

ARTICLE IV - LICENSE GRANT AND COMMERCIAL EFFORTS

4.1   Subject to the terms and conditions of this AGREEMENT, the UNIVERSITY hereby grants and LICENSEE hereby accepts a nonexclusive, non-transferable, perpetual license to use the DATABASE and DERIVATIVES at the Site defined above for a one time in advance fee of $6,000.00 (six thousand dollars). This does not include the right to grant sublicenses or remarket or distribute outside of LICENSEE the DATABASE or DERIVATIVES. The UNIVERSITY retains an irrevocable right to practice the DATABASE for its own educational, research, and development purposes and reserves all rights to enter into academic, commercial, and user agreements with other parties for the DATABASE. LICENSEE acknowledges that title to the DATABASE (including COPYRIGHTS) shall remain with UNIVERSITY and that any copies of the DATABASE shall include a UNIVERSITY copyright notice thereon. The notice shall be affixed to all copies or portions thereof in such manner and location as to give reasonable notice of UNIVERSITY's claim of copyright. LICENSEE shall not redistribute DATABASE and DERIVATIVES outside of the LICENSEE.

4.2   LICENSEE shall not use the name of the University of Minnesota, nor any adaptation thereof, nor the names of any of their employees without prior written consent obtained from UNIVERSITY in each case, except that LICENSEE shall give the following credits in professional journals, publications, and presentations at scientific conferences "Minnesota Solvation Database version 2012, University of Minnesota, Minneapolis, MN, 2012." The University of Minnesota hereby warrants that it will not use any trademark, trade name, or representation of the products or services of LICENSEE or its affiliated companies, or refer directly or indirectly to LICENSEE, its affiliated companies, or the products or services of either in any publicity, without, in any case, obtaining the prior written permission of Licensee.

4.3   LICENSEE shall alone have the obligation to ensure that any DERIVATIVE it develops is not defective, and that any DERIVATIVE satisfies all applicable government regulations. LICENSEE acknowledges that DATABASE is being supplied "as is," without any accompanying support from UNIVERSITY.

4.4   End user support and other services not detailed are the responsibility of the LICENSEE.

ARTICLE V - INFRINGEMENT

5.1   In the event that the LICENSEE determines that a third party is making, using or selling a program that may infringe a COPYRIGHT, it will promptly notify the UNIVERSITY in writing. UNIVERSITY may, at its sole option, bring suit against such alleged infringer. All recoveries in such suit shall belong to the UNIVERSITY.

ARTICLE VI - TERM AND TERMINATION

6.1   The UNIVERSITY shall have the right to terminate this AGREEMENT upon sixty (60) days written notice by certified mail to LICENSEE if there is a material breach or default of this AGREEMENT by LICENSEE. If LICENSEE does not cure a curable default within sixty (60) days of receipt of notice of termination, such termination shall become effective.

6.2   Upon termination of this AGREEMENT for any reason, including the end of term as specified above, all rights and obligations under this AGREEMENT shall terminate, except:

1) those as specified in the AGREEMENT (see paragraphs 7.1, 7.2, 7.3, and 8.2 and Article IX.)

2) title to the DATABASE and CORRECTIONS shall remain with UNIVERSITY. LICENSEE shall cease use of DERIVATIVES.

ARTICLE VII - RELEASE, INDEMNIICATION AND INSURANCE

7.1.   The LICENSEE's Release. For itself and its employees, assignees, and other transferees, the LICENSEE hereby releases the University and its employees, agents and contractors, forever from any and all suits, actions, claims, liabilities, demands, damages, losses or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of (i) the use or reproduction of the DATABASE or (ii) the manufacturing, marketing, or sale of a product incorporating the DATABASE. This release shall not absolve the University of liability for breach of the warranties set forth in this License.

7.2.   The LICENSEE's Indemnification. Throughout the term of this License and thereafter, the LICENSEE shall indemnify, defend and hold the University harmless from all suits, actions, claims, liabilities, demands, damages, losses or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the use or reproduction of the DATABASE or the manufacture, marketing or sale of a product incorporating the DATABASE, including, without limitation, breach of contract and warranty and products liability claims relating to any such product.

7.3.   The UNIVERSITY's Indemnification. Subject to the limitations on liability set forth in article VII hereof, throughout the term of this License and thereafter, the University shall indemnify, defend and hold the LICENSEE harmless from all suits, actions, claims, liabilities, demands, damages, losses or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the University's breach of the express warranties set forth in section 8.1 hereof.

7.4.   The LICENSEE's Insurance.

7.4.1.   Throughout the term of this License, the LICENSEE shall maintain in full force and effect comprehensive general liability (CGL) insurance, with single claim limits of $1,000,000 or more. Such insurance policy shall include coverage for claims that may be asserted by the University against the LICENSEE and for claims by a third party against the LICENSEE or the University arising out purchase or use of a product incorporating the DATABASE. Upon receipt of the University's written request, the LICENSEE shall deliver to the University a copy of the certificate of insurance for such policy.

7.4.2.   The provisions of paragraph 7.4.1 hereof shall not apply if the University agrees in writing to accept the LICENSEE's self-insurance plan as adequate insurance.

ARTICLE VIII - WARRANTIES, DAMAGES AND REMEDIES

8.1   No Express Warranties; No Reliance. The University represents and warrants that it possesses the right to grant the licenses granted to the LICENSEE in this License. Except for the warranty set forth in this paragraph 8.1, the parties acknowledge and agree that the University has not made any express warranties concerning the DATABASE, including, without limitation, any warranties concerning the functionality, error rate, or computing speed of the DATABASE. The LICENSEE

acknowledges that the University permitted the LICENSEE and its agents and contractors to inspect the DATABASE prior to the date of this License. The LICENSEE further acknowledges that it has relied solely upon its investigation of the DATABASE and such other investigations as it deemed appropriate in agreeing to enter into this License. The LICENSEE assumes sole responsibility for the use and reproduction of the DATABASE.

8.2.   **Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY SET OUT IN PARAGRAPH 8.1 OF THIS LICENSE, THE UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING THE DATABASE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NONINFRINGEMENT. THE UNIVERSITY DISCLAIMS ANY WARRANTY THAT THE DATABASE IS OR WILL BE ERROR FREE, WILL RUN INTERRUPTED OR WILL NOT BE OTHERWISE HARMFUL. THE LICENSEE ACCEPTS THE DATABASE "AS IS, WITH ALL DEFECTS."**

8.3.   **Limitation of Liability. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR (A) PERSONAL INJURY OR PROPERTY DAMAGES OR (B) LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND. IN NO EVENT SHALL THE TOTAL AMOUNT OF THE UNIVERSITY'S LIABILITY ARISING OUT OF THE USE OR REPRODUCTION OF THE DATABASE (INCLUDING ERRORS, DELAYS AND INTERRUPTIONS) OR THE UNIVERSITY'S NONPERFORMANCE OF THIS LICENSE EXCEED THE AMOUNT OF THE LICENSE FEE PAID TO THE UNIVERSITY UNDER THIS LICENSE.**

ARTICLE IX - CONFIDENTIALITY

9.1   Confidential Information shall mean information that is disclosed to one party by the other and shall be either (i) in tangible form and clearly labeled or marked confidential, proprietary, or its equivalent, or (ii) if disclosed orally or visually and designated as confidential, proprietary, or its equivalent, it shall be reduced to writing within ten (10) days of disclosure and clearly marked confidential, proprietary, or its equivalent. Hereafter all such information of this type shall be referred to as "Confidential Information". LICENSEE, during and for five years after the term of this AGREEMENT, agrees to hold such information in strict confidence and not to disclose it to others or use it other than for purposes of this AGREEMENT without the UNIVERSITY's prior written authorization except as set forth in this AGREEMENT. Each party further agrees to use the same standards to protect the other party's Confidential Information that is uses to protect its own Confidential Information. However, a party may disclose Confidential Information to an employee or agent of the party as necessary to perform its obligations under this AGREEMENT or to carry out further development of DATABASE, provided that the employee or agent has been advised of the confidential nature of this information. LICENSEE and UNIVERSITY shall not have any obligation of confidentiality with respect to Confidential Information that: (a) is in the public domain by use and/or publication at the time of its receipt from the disclosing party or thereafter through no fault of their own; or (b) was already in its possession prior to receipt from the disclosing party or is developed independently of Confidential Information received from the disclosing party; or (c) is properly obtained by recipient from a third party with a valid legal right to disclose such Confidential Information and such third party is not under a confidentiality obligation to the disclosing party, (d) is disclosed by the other party to others without any

restriction on use and disclosure, (e) is required to be disclosed by law, regulation, or a properly issued subpoena.

9.2   The UNIVERSITY will not, without first obtaining written consent of LICENSEE, disclose to any person, firm, or enterprise, or for its own benefit, any Confidential Information of LICENSEE, except as provided in paragraph 9.1.

9.3   Any and all Confidential Information received by either party from the other, upon request shall be promptly returned, except LICENSEE and UNIVERSITY may retain one copy of such Confidential Information in their confidential files, solely for record purposes.

ARTICLE X - MISCELLANEOUS PROVISIONS

9.1   This AGREEMENT shall be binding upon and be to the benefit of the parties hereto and their heirs, successors and assignees. However, neither party shall assign this AGREEMENT, in whole or in part, without the written consent of the other.

9.2   This AGREEMENT shall be governed by the Laws of the State of Minnesota.

9.3   For purposes of mailings of notices, payments, or other communications, the addresses of the parties are given below. A party may change its address by giving written notice to the other party.

In the case of the UNIVERSITY:

> Rick Huebsch
> Technology Strategy Manager, Software
> University of Minnesota
> Office for Technology Commercialization
> 1000 Westgate Drive, Suite 160
> St. Paul, MN 55114-8658
> 612.624.0550 (office)
> 612.624.6554 (fax)
> rhuebsch@umn.edu
> http://www.research.umn.edu/techcomm/

In the case of LICENSEE:
(please insert name, address, and phone/fax/email contact information)

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9.4   No term or provision of this AGREEMENT shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of a breach shall be deemed to be a waiver of a different or subsequent breach.

9.5   This AGREEMENT may not be modified, changed or terminated orally. No change, modification, addition or amendment shall be valid unless in writing and signed by the parties hereto.

9.6   In the event any provision of this AGREEMENT is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.7   This AGREEMENT constitutes and contains the entire AGREEMENT of the parties respecting its subject matter and supersedes any and all prior negotiations, correspondence, understandings, and agreements, whether written or oral, between the parties respecting its subject matter.

IN WITNESS of this AGREEMENT, the UNIVERSITY and LICENSEE have caused this AGREEMENT to be executed by their duly authorized officers on the dates indicated.

REGENTS OF THE UNIVERSITY OF MINNESOTA	**LICENSEE**
BY: _____	BY: *_____
NAME: Jayme Hines	NAME: *_____
TITLE: Contracts Manager, Office for Technology Commercialization	TITLE: *_____
	_____
DATE:_____	DATE:*_____