

## License Contract for Commercial Use

Please print out and send a signed paper copy to Universität Hamburg, Albert-Einstein-Ring 8-10, D-22761 Hamburg, Germany, or a scanned copy of the signed contract to [license@zbh.uni-hamburg.de](mailto:license@zbh.uni-hamburg.de).

The terms and conditions of this Agreement apply to the licensing of the NAOMI ChemBio Suite by the University of Hamburg, Center for Bioinformatics to

Name of Company: \_\_\_\_\_

Research Site: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Zip Code, City, State: \_\_\_\_\_

Country: \_\_\_\_\_

E-mail: \_\_\_\_\_

### Grant of License

The NAOMI ChemBio Suite has been developed at the Center for Bioinformatics Hamburg (ZBH), Albert-Einstein-Ring 8-10, D-22761 Hamburg, Germany, a center of Universität Hamburg (Hamburg University), Mittelweg 177, D-20148 Hamburg, Germany. Hamburg University grants a non-exclusive, non-transferable license to use the software solely for Customer's own internal data processing purposes.

### Term of Contract

The license is granted on an annual base. The Contract shall become effective as of the date it is signed by both parties. The contract automatically terminates 12 months after the end of the month in which it became effective.

### Conditions of Use

The NAOMI ChemBio Suite includes software packages, data, documentation and license information. The material is for internal use at the research site specified only. It must not be re-distributed or made available to any third party including employees of the Customer's company allocated to other research sites than the site stated above.

NAOMI ChemBio Suite may be installed on an arbitrary number of computers provided that the computers belong to the licensee and are located at the research site stated above. The software can be installed on mobile devices such as laptops provided that these devices belong to employees assigned to the research site. The software may be used by employees assigned to the research site for internal research projects only.

Each tool of NAOMI ChemBio Suite must be used in its entirety. No parts of a software tool may be integrated in or used with software other than the standard operating system of the computer, and this is restricted solely to the extent that is unavoidable. The usage of an entire tool within web services, scripts, and workflow systems is allowed provided that the access is technically limited to those which are eligible to use the software stand alone.

NAOMI ChemBio Suite may not be renamed, changed, disassembled, reverse-engineered, decoded, translated, rearranged, manipulated or debugged (collectively 'Manipulated'). If NAOMI ChemBio Suite needs to be manipulated in order to eradicate a fault or to achieve interoperability with an independently created computer program, ZBH at Hamburg University reserves the right to resolve such problems itself within an appropriate period of time or terminate the license agreement under full refund of the license fee.

**The licensee declares unequivocally that the license mentioned above will not be used in connection with (a) the development, production, handing, operation, maintenance, storage, detection, identification or dissemination of chemical or biological weapons or systems capable of delivering such weapons, or (b) human rights violations.**

## Warranty

The software is provided on an \*as is\* basis. Any warranty is excluded, whether with regard to the functionality or fitness for purpose or otherwise. Hamburg University is not liable for any damages resulting from use unless ZBH acted with gross negligence or bad faith. Hamburg University is not aware of any rights of third parties being infringed by the software. The liability for NAOMI ChemBio Suite or provided know-how being free of third-party rights is limited to the amount paid by the Customer to acquire the license. Strict liability according to German law, in particular product liability remains unaffected.

## Fees, Taxes, and Payment

The full amount shown in the following table is payable by Customer in advance plus value added tax (VAT), if required by law. Customer has to bear any charges due to the transfer of amounts. Customer must ensure that all amount are paid within 30 (thirty) days after receipt of the invoice.

The amount depends on the size of the Customer's company in number of employees assigned to the research site specified above:

License Type	Number of employees	Amount (in €)
Very small enterprise (VSE)	1 – 9	2,000
Small enterprise (SE)	10 – 99	4,000
Medium-sized enterprise (ME)	100 – 999	8,000
Large enterprise, single research site (LE)	More than 1000	16,000
Large enterprise, all research sites (LG)	More than 1000	25,000
Academic, cooperating with VSE/SE		2,500
Academic, cooperation with ME/LE/LG		5,000

A discount is given to cooperation partners of the AMD group. The height of the discount depends on the annual project funding received by the AMD group from the licensee. The discount is calculated by dividing the annual fund by 1,000 EUR (i.e. a funding of 50,000 EUR results in a 50% discount). The license fee is waived if the annual fund exceeds 100,000 EUR.

Resulting License Fee: \_\_\_\_\_ € (excluding VAT)

## Miscellaneous

Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent the other Party shall not unreasonably withhold.

Any modification or amendment of this Agreement must be in writing and executed by both Parties.

Should any clause in this Agreement be determined to be or become invalid or unenforceable in full or in part, such determination shall not affect the validity of the other clauses of the Agreement or the remaining parts of the clause concerned. The Parties shall negotiate in good faith to replace any invalid clause by an effective one which conforms as far as possible to the original purpose of the invalid clause and shall then so-amend this Agreement in writing.

This Agreement, performance hereunder, and any related dispute, controversy or claim shall be governed by, and construed in accordance with, the laws of Germany without reference to its conflict of laws provisions. Place of venue shall be Hamburg.

Universität Hamburg

\_\_\_\_\_  
Name of Company

Hamburg,

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Dr. Kea Glaß-Vorhauer  
Assistant to the Vice President for Transfer,  
Career Paths and Equal Opportunities

\_\_\_\_\_  
Andrea Hellwig  
Head "Finance and Accounting"

\_\_\_\_\_  
Prof. Dr. Matthias Rarey  
ZBH – Center for Bioinformatics