

## LICENSE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. YOU MUST READ AND AGREE TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT SET OUT BELOW BEFORE YOU CAN ACCESS OR DOWNLOAD THE SOFTWARE. By clicking “Accept” to this Agreement, or by accessing the Software (as defined below), you consent to be bound by this Agreement. You further affirm that you are of legal age and have the legal capacity to enter into this Agreement. If you are entering into this Agreement on behalf of an entity, such as your employer or a company for which you work, you represent to Sciome, LLC (“Sciome”) that you have the legal authority to bind that entity.

Only Authorized Individuals (as defined below) may access or download the Software. This Software is a copyrighted work owned by Sciome and it may contain trade secrets and confidential proprietary information of Sciome. Any use of this Software by an unauthorized user or any use by an Authorized Individual that fails to comply with the terms and conditions of the License Agreement set out below may constitute a breach of contract, copyright infringement, and unlawful trade secret misappropriation in violation of U.S. and international laws. By clicking “Accept” to this Agreement, or by accessing the Software (as defined below), you affirm and certify that you are a Governmental Entity or Individual or a Noncommercial Entity or Individual (as defined below).

**1. Definitions.** Unless specifically defined below or elsewhere in this Agreement, all terms have the meaning prescribed to them in Federal Acquisition Regulation (“FAR”) 52.227-14, Rights in Data – General (MAY 2014) (48 C.F.R. § 52.227-14). For purposes of this Agreement, the following terms have the following meanings:

(a) **“Authorized Individual”** means any Governmental Entity or Individual or any Noncommercial Entity or Individual that has been approved for access in accordance with the procedures in Section 2 of this Agreement.

(b) **“Commercial Purposes”** mean any activity primarily intended for commercial advantage or monetary compensation and includes any nonprofit or not-for-profit purpose or entity.

(c) **“Derivative Work”** means that term as defined in 17 U.S.C. § 101 and, with the respect to the Software, includes, but is not limited to, any modifications to the Software or any modified versions of the Software.

(d) **“Governmental Entity or Individual”** means any federal, state, local, or other government entity, including any subdivision, department, agency, or instrumentality, or any person acting for or as an agent of any such entity. For the avoidance of doubt, Governmental Entity or Individual does not include any third party performing work for a Governmental Entity through a government contract, subcontract, or other non-employment agreement.

(e) **“Intellectual Property”** means patents, trademarks, trade names, service marks, domain names, copyrights (and all applications and registrations for any of the foregoing), schematics, industrial models, inventions, know-how, mask works, trade secrets, computer software programs, source code, formulae, and other intangible proprietary information.

(f) “**Noncommercial Entity or Individual**” means any entity that is not principally engaged in Commercial Purposes, or any person acting for or as an agent of any such entity. For the avoidance of doubt, a nonprofit or not-for-profit entity, or any person acting for or as an agent of any such entity, is not a Noncommercial Entity or Individual.

(g) “**Noncommercial Purpose Rights**” mean the rights to use, copy, modify, merge, and distribute the Software to Authorized Individuals in accordance with the procedures in Section 2 of this Agreement, for any reason except the furtherance of any Commercial Purposes; provided, however, that any Derivative Works shall be owned by Sciome, licensed to Authorized Individuals subject to the terms of this Agreement, and provided to Sciome and Authorized Individuals in the manner set forth in this Agreement.

(h) “**Software**” means **Saagar descriptors (Saagar-v1 with 834 SMARTS)**, as well as any build documents, or other data sets necessary for application of the Software.

## 2. **License.**

(a) Upon Sciome’s review and acceptance of your registration, and subject to the terms and conditions of this Agreement, Sciome shall grant to you a paid-up, nonexclusive, nontransferable, nonsublicensable, Noncommercial Purpose Rights license in copies of the Software made available by Sciome.

(b) You hereby represent and warrant that you shall use the Software only in accordance with the terms of this Agreement and any additional applicable license terms, and that you shall not use the Software in furtherance of any Commercial Purposes.

(c) The Software may not be transferred or distributed to any third party except as expressly provided herein or by law. For the avoidance of doubt, copies of the Software may only be distributed, and transfers may only be made, to third parties who are Authorized Individuals, through the Authorized Individuals’ access to the Software on Sciome’s website or as otherwise facilitated by Sciome.

3. **Rights in Derivative Works.** All Derivative Works made by you, any Authorized Individual, or any other user or third party shall be provided promptly (in all events within no more than 60 days from creation of the Derivative Work) to Sciome, through its website or otherwise, for distribution and licensing in accordance with the terms of this Agreement. For the avoidance of doubt, all such Derivative Works shall be the property of Sciome, and Sciome shall have sole and total ownership of and an unrestricted right to pursue for any purpose all intellectual property rights therein. Sciome hereby grants, to all Authorized Individuals, Noncommercial Purpose Rights in all such Derivative Works, and shall promptly make them accessible or downloadable in accordance with the terms of this Agreement.

4. **Ownership.** Notwithstanding any license granted in this Agreement or otherwise, Sciome retains title to and ownership of all Intellectual Property in the Software and any portion or Derivative Work thereof.

5. **Disclaimer of Warranties.** To the full extent permitted by applicable law, Sciome disclaims all warranties for the Software, any portion thereof, or any Derivative Work, except as

expressly set forth otherwise in writing. Except when otherwise stated in writing, Sciome provides the Software to you “AS IS” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Software is with the user. Should the Software prove defective, you assume the cost of all necessary servicing, repair, replacement, or correction.

**6. Limitation of Liability.** In no event, unless required by applicable law or agreed to in writing, will Sciome be liable to you, any Authorized Individual, or any other user for damages, including any general, special, incidental, or consequential damages arising out of the use or inability to use the Software (including but not limited to loss of data or data being rendered inaccurate or losses sustained by any Authorized Individual or other user or third parties for a failure of the Software to operate with any other programs), even if Sciome has been advised of the possibility of such damages.

**7. Further Assurances.** You shall, upon the reasonable request of Sciome, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

**8. No Third Party Beneficiaries.** This Agreement is for the sole benefit of you, Sciome, and the parties’ respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

**9. Export.** You will comply fully with all export control laws and regulations of the United States Government and with any applicable laws and regulations of any other country and will indemnify, if requested, Sciome for any failure.

**10. Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of North Carolina to the rights and obligations of the parties, and, to the extent federal law is applicable, the laws of the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other country. Each party (a) hereby irrevocably submits itself to and consents to the jurisdiction of the United States District Court for the Middle District of North Carolina (or if such court lacks jurisdiction, the state courts in Durham County, North Carolina) for the purposes of any action, claim, suit or proceeding in connection with any controversy, claim or dispute arising out of or relating to the Agreement, and (b) hereby waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, claim, suit or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that the action, claim, suit or proceeding is brought in an inconvenient forum or that the venue of the action, claim, suit or proceeding is improper.

**11. Assignment.** You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise (including in connection with the sale of all or substantially all stock or other equity, or any other event representing a

change of control), this Agreement or any rights or obligations under this Agreement without the prior written consent of Sciome. Any purported assignment, transfer or delegation by you will be null and void. Sciome may assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise (including in connection with the sale of all or substantially all of Sciome's stock or other equity, or any other event representing a change of control of Sciome), this Agreement or any rights or obligations under this Agreement without your prior written consent. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

**12. Relationship of the Parties.** Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

**13. Severability.** Should any term of this License Agreement be finally determined by a court of competent jurisdiction to be invalid, unenforceable or otherwise contrary to law and equity, the you agree that such provision(s) shall be construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability, and that the other provisions of this License Agreement shall remain unaffected.

**14. Waiver.** The waiver or failure of Sciome to exercise in any respect any right provided for in this License Agreement shall not be deemed a waiver of any further right under this License Agreement.

**15. Costs of Enforcement.** You agree to pay Sciome for all reasonable expenses it may incur in enforcing any provision of this License Agreement.

**16. Headings.** The headings or captions used in this Agreement are for reference purposes only and are not intended to be used or relied upon in interpreting or enforcing this Agreement.

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