

COSMOlogic GmbH & Co. KG, Imbacher Weg 46, D-51379 Leverkusen

IT4 Innovations
National Supercomputing Center
VSB - Technical University of Ostrava
17. listopadu 2172/15
70800 Ostrava - Poruba
CZECH REPUBLIC

Contact: 
Tel: 
Email: office@cosmologic.de

Our support teams
Email: turbomole@cosmologic.de
Email: cosmotherm@cosmologic.de

Date: 11. Jul 2019
Cust-No.: 106220

OFFER A19-2065-1

Your e-mail sent on 19.Jul.2019

No.	Description	Qty/Year	Price
1	TURBOMOLE academic nation-wide perpetual license (TURBOMOLE academic computer center (more than three universities) perpetual license) incl. 2 years Maintenance, Support, Updates (MSU) 1 Platform	1	14400,00 EUR
Total			14400,00 EUR

This Offer is subject to the CUSTOMER LICENSE AGREEMENT FOR COSMOlogic here attached. For the sake of good order, with this Offer, we ask that you sign and return a copy of this Offer confirming your agreement.

Acknowledged and Agreed:

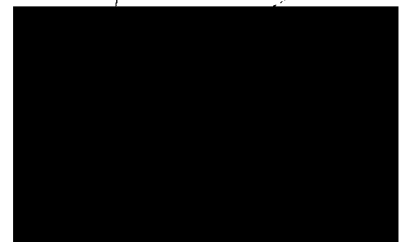
Date: 16.8.2019

(Customer) Name: doc Mgr. Vít Vondrák, Ph.D.

(Customer) signature:  

VAT ID CZ61989100

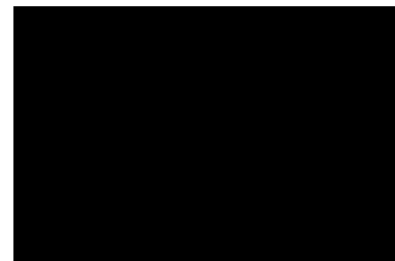
All prices are valid till 30.Sep.2019.





Attachment to offer A19-2065-1

The purchase of software Turbomole is financed from the project titled „IT4Innovations National Supercomputing Center – path to exascale“, reg. No. (CZ.02.1.01/0.0/0.0/16_013/0001791)



CUSTOMER LICENSE AGREEMENT FOR COSMOlogic

This Customer License Agreement is made by and between the customer ("Customer") and COSMOlogic GmbH & Co. KG ("COSMOlogic"), a company of DASSAULT SYSTEMES GROUP, as both are identified in the Transaction Document. This Agreement is accepted by Customer by executing the Transaction Document (including by clicking to accept or by electronic signature). The parties agree as follows:

GENERAL TERMS

1. Definitions

Agreement means these General Terms and its appendices, the Country Specific Terms, the Transaction Document hereby incorporated by reference.

Applicable Data Protection Legislation means any applicable data privacy law and all other regulations that may apply to the processing of Personal Data provided by Customer.

Country Specific Terms means specific terms applicable to a geographical territory attached hereto.

Distributor means a third party authorized by COSMOlogic to distribute Offering and Support Services.

Documentation means, at any time, the current user documentation in any form or media as delivered together with the Offering for use in connection with the Offerings.

DS Group Company means Dassault Systèmes, a French "société européenne" or any entity in which Dassault Systèmes, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

Offering means one or more Licensed Programs.

Effective Date means (i) for a Licensed Program, the later of the following (x) the date on which such Licensed Program is shipped or made available electronically to Customer or, if applicable, (y) the date on which Customer is informed by COSMOlogic that the associated license key can be requested or is available as described in Section 4.1.

Licensed Program means (i) any data processing program for which a license is ordered by and provided to Customer pursuant to a Transaction Document, consisting of a series of instructions and/or content, including databases, 2D and 3D models, in machine readable form, (ii) associated Documentation, (iii) corrective patches and (iv) Releases to which Customer is entitled. A Licensed Program does not include new versions of a Licensed Program including any successor product which significantly differs in architecture, user interface or mode of delivery.

Licensing Scheme means the specific terms mentioned in Appendix 2.

Personal Data means any kind of information relating to an individual as defined by the Applicable Data Protection Legislation.

Release means a periodic update of the same version of an Offering if and when made generally available to the market.

Support Services means the maintenance, enhancement and other support services referred to herein and described in Appendix 1.

Transaction Document means the form (which may be online) referencing this Agreement, signed or otherwise accepted by Customer and accepted by COSMOlogic that identifies the Offering and/or Support Services ordered by Customer, the quantities thereof, fees payable (unless ordered through a Distributor), duration, geographical scope, the DS Group Company serving as the licensor or service provider and Customer identification.

Defined terms can be used in a singular or plural form.

2. License and Use Rights

2.1 Grant. COSMOlogic grants Customer, from the Effective Date, a non-exclusive and non-transferable (except as expressly permitted herein) right, for the duration identified in the Transaction Document and solely for its internal business use, to:

- Make and install the necessary number of copies of the applicable Licensed Program for which on-premise installation is required;
- Use the Offerings according to the terms and conditions of this Agreement and their applicable Documentation;

- Allow its authorized users to access and use the Offering;
- Make one copy for back-up purposes of each Licensed Program for which on-premise installation is required.

2.2 Scope. Customer agrees to operate each Offering in accordance with the terms and provisions of this Agreement and the Documentation for such Offering and to ensure that its authorized users comply with such terms and provisions. License keys, license tokens or delivery of media do not by themselves grant the legal right to use any Offering. Except as expressly set forth in this Agreement, no other express or implied right or license is granted to Customer.

Except as specifically permitted in this Agreement, Customer agrees not to: (a) use any Offering to develop software applications for use by or distribution to any third party, whether in whole or part, whether as standalone products add-ons, or as components, (b) rent, lease, sublicense, perform or offer any type of services to third parties relating to any Offering including but not limited to, consulting, training, assistance, outsourcing, service bureau, customization or development, (c) correct errors, defects and other operating anomalies of any Offering, (d) reverse engineer, decompile, disassemble, adapt or otherwise translate all or part of any Offering, (e) provide, disclose or transmit any results of tests or benchmarks related to any Offering to any third party except for Turbomole, or (f) use any software that may be delivered with any Offering other than the Offerings ordered hereunder.

3. Support Services

Support Services for Offerings are detailed in Appendix 1 "Support Services" attached hereto.

4. Delivery and Payment

4.1 Delivery. Offerings will be delivered to Customer or made available electronically. Electronic delivery will be made by providing Customer with necessary information to download the Licensed Program. Customer is responsible for accessing COSMOlogic's website and downloading the Licensed Program. Licensed Programs delivered by COSMOlogic will be delivered FCA (Incoterms 2010) COSMOlogic's premises as designated by COSMOlogic.

4.2 Payment

4.2.1 Payment Terms. In consideration of the rights, licenses and services provided hereunder, Customer shall pay the charges applicable to each Offering and Support Services at the price identified in the applicable Transaction Document (or quote, if ordered through a Distributor). Unless otherwise agreed to in writing, (i) all charges will be invoiced upfront, and (ii) Customer shall pay all invoices in accordance with the Country Specific Terms. COSMOlogic shall be entitled to suspend the provision of Support Services for which related payment has not been made.

COSMOlogic may set a common renewal date with respect to any Offerings or Support Services with different renewal dates and will prorate the charges due for any period not covered as a result thereof.

4.2.2 Late Payments. Customer shall pay interest on late payments at the rate identified in the Country Specific Terms, plus reasonable attorneys' fees and costs incurred in collecting unpaid amounts as may be further identified in the Country Specific Terms.

4.2.3 Taxes. All prices are exclusive of taxes. Customer shall be responsible for payment of any and all taxes as more fully identified in the Country Specific Terms and for any and all taxes due in relation to the transfer or usage, to the extent authorized hereunder, of the Offering.

5. Intellectual Property

5.1 Ownership. COSMOlogic and/or its suppliers retain ownership in all intellectual property rights in all Offerings and all modifications, enhancements or other derivative works thereof. Licensed Programs are licensed, not sold. Customer shall preserve and reproduce all copyright, patent and trademark notices which appear in any Offering on all partial or integral copies thereof. Customer recognizes that the methodologies and techniques contained in or expressed within the Offerings are proprietary information or trade secrets of COSMOlogic or its suppliers, whether or not marked as "confidential". Customer shall treat them as confidential information and not disclose them.

5.2 Intellectual Property Indemnification. COSMOlogic will defend Customer against any claims made by a third party that an Offering delivered under this Agreement infringes a copyright in any country or a patent of the United States, Japan, or a member state of the European Patent Organization, and will pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by COSMOlogic arising out of such claim, provided (i) Customer provides COSMOlogic with prompt written notice of the claim, and (ii) Customer gives COSMOlogic sole control of the defense of the claim and any related settlement discussions and provides reasonable cooperation in the defense and settlement of the claim.

If such a claim is made, or in COSMOlogic's reasonable opinion is likely to be made, COSMOlogic may at COSMOlogic 's expense, either secure the right for Customer to continue using the applicable Offering, modify it so that it is not infringing, or replace it with another program which is functionally equivalent. If none of the foregoing options is available on terms which are reasonable in COSMOlogic's judgment, COSMOlogic may terminate the Offerings. For other than term based Offerings, COSMOlogic shall either refund or provide a credit to Customer, at Customer's option, in an amount equal to the corresponding one-time fee paid for the Offerings, depreciated on a straight-line over three (3) years upon (i) return or destruction of all copies of the affected Licensed Program as certified by an officer of Customer For term based Offerings, COSMOlogic shall refund all prepaid but unused fees paid hereunder for the affected Offering.

COSMOlogic shall have no obligation to defend or indemnify Customer against any claim related to (i) any modification of a Offering by anybody other than COSMOlogic, (ii) Customer or third party content including databases, 2D and 3D models provided or published via the Offerings (iii) the use of one or more Offerings in combination with other hardware, data or programs not specified by COSMOlogic , or (iv) the use of corrective patches or Releases other than the most recent one.

This Section 5.2 states COSMOlogic's entire liability and Customer's exclusive remedy for any claim of infringement of intellectual property rights.

6. Warranty

6.1 Warranty. COSMOlogic warrants for ninety (90) days from the initial delivery of each Licensed Program that such Licensed Program will materially conform to its Documentation when used in the specified operating environment. If the Licensed Program does not conform, and Customer has so notified COSMOlogic within this warranty period, COSMOlogic will attempt to make it conform as warranted. If COSMOlogic has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may terminate the license to the non-conforming Licensed Program within thirty (30) days and receive a full refund of all fees paid for the non-conforming Licensed Program. This refund represents COSMOlogic 's sole liability and Customer's sole remedy for breach of warranty.

6.2 Disclaimers. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS FOR COSMOLOGIC OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT.

COSMOlogic disclaims all liability for any use or application of any Offering or the results or decisions made or obtained by users of the Offering. COSMOlogic does not warrant that (i) the functions of any Offering will meet Customer's requirements or will enable it to attain the objectives Customer has set for itself, (ii) the Offering will operate in the combination or environment selected for use by Customer, or (iii) the operation of the Offering will be uninterrupted or free of errors. In all instances, Customer shall be solely responsible for ensuring that the results produced by Offering comply with quality and safety requirements of Customer's products or services. No employee or agent of COSMOlogic is authorized to give a greater or different warranty. Customer shall have exclusive responsibility for (a) selection of the Offering to achieve Customer's intended results, (b) installation of the Licensed Program, (c) taking adequate measures to properly test, operate and use each Offering, and (d) results obtained therefrom.

COSMOlogic exercises no control over, and assumes no responsibility or liability for any Customer content or third party content, including databases, 2D and 3D models, provided or published via the Offerings.

The disclaimers above apply to the maximum extent permitted by applicable law.

7. Limitation of Liability

EXCEPT FOR COSMOlogic'S LIABILITY UNDER SECTION 5.2 HEREOF, COSMOlogic'S MAXIMUM LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER FOR THE LICENSED PROGRAM WHICH CAUSED THE DAMAGES IN THE PRECEDING TWELVE (12) MONTH-PERIOD PRIOR TO THE OCCURRENCE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM.

COSMOlogic SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF DATA, THAT IN ANY WAY RELATE TO THIS AGREEMENT, ANY OFFERING, DOCUMENTATION OR SERVICES, WHETHER OR NOT COSMOlogic HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

THE LIMITATIONS STATED IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

Customer waives any and all claims related to this Agreement or any Offerings or Documentation or services provided hereunder, for any direct, indirect, incidental or consequential damages, on any basis, against any COSMOlogic's licensors or any DS Group Company other than COSMOlogic.

Any legal action against COSMOlogic must be filed with the appropriate judicial jurisdiction within two (2) years after the applicable cause of action has arisen.

8. Distributors

For any Offering which Customer obtains through a Distributor, Customer agrees that Distributor is responsible for pricing, payment collection and delivery of any orders it accepts. COSMOlogicC remains independent from the Distributor and is not responsible for the Distributor's actions or omissions.

9. Term and Termination

9.1 Term. This Agreement remains in effect until terminated as provided hereunder, or expiration, for Licensed Programs, until the expiration of all licenses granted under this Agreement.

9.2 Termination for Cause.

9.2.1 Either COSMOlogic or Customer may terminate this Agreement and/or Customer's rights to any or all Offerings and/or Support Services, if the other is in material breach of any of its obligations, and has failed to remedy such breach within thirty (30) days of receipt of written notice.

9.3 Termination for Convenience

9.3.1 Licensed Program. Customer may terminate the license to any Licensed Program by providing COSMOlogic with at least thirty (30) days prior written notice. Such notice may be provided at any time for perpetual licenses and thirty (30) days prior to the applicable renewal date for term based licenses. Absent such notification and unless otherwise stated in the applicable Licensing Scheme the term based license shall automatically renew.

9.3.2 Support Services for Licensed Programs. Customer may terminate Support Services for a Licensed Program, subject to the following conditions: (i) Customer provides COSMOlogic with at least thirty (30) days prior notice, and (ii) such termination shall apply to Support Services covering all licenses of said Licensed Program held by Customer under any agreement then in force between Customer and any DS Group Company.

9.4 Effect of Termination.

9.4.1 Upon expiration or termination of this Agreement, or of any Offering provided hereunder, Customer shall immediately destroy or return all copies of the terminated or expired Licensed Program and associated Documentation in their entirety and shall no longer have access to Support Services. Expiration or termination of this Agreement, or of any Offering or Support Services, shall not relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement. Customer shall not be entitled to any refund or credit for early cancellation or termination of any Offering or Support Services for convenience.

9.4.2 Support Services for Licensed Programs. Upon expiration or termination, Customer (i) will have no further obligation to pay the Support Services fees for the corresponding Licensed Program and (ii) shall duly certify in writing to COSMOlogic that all copies of all Releases of the Licensed Program other than those of the latest Release installed by Customer have been duly destroyed or returned to COSMOlogic in their entirety. COSMOlogic shall have no further obligation to provide any services or deliver any Release in support of any such licenses, except for providing license keys, if necessary.

10. Demonstration and Evaluation License

Demonstration and evaluation editions of the Licensed Programs are subject to time and functionality limitations established by COSMOlogic from time to time. Demonstration and evaluation editions may only be used by Customer for learning more about the Licensed Programs for purposes of making an informed buying decision and not for any other business or commercial uses. Customer agree not to circumvent or attempt to circumvent the restrictions placed upon demonstration or evaluation editions by COSMOlogic.

Notwithstanding Section 6 "Warranty" above, Demonstration and evaluation editions of the Licensed Programs ARE MADE AVAILABLE ON AN "AS IS" BASIS, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN,

INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. COSMOlogic AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF DATA, THAT IN ANY WAY RELATE TO THIS AGREEMENT, ANY DEMONSTRATION AND EVALUATION EDITIONS OF THE LICENSED PROGRAMS, WHETHER OR NOT COSMOlogic HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. CUSTOMER'S USE OF DEMONSTRATION AND EVALUATION EDITIONS OF THE LICENSED PROGRAMS SHALL BE AT CUSTOMER'S SOLE RISK. CUSTOMER SHALL INDEMNIFY AND HOLD COSMOlogic AND ITS LICENSORS HARMLESS FROM ANY AND ALL LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF CUSTOMER'S USE OF DEMONSTRATION AND EVALUATION EDITIONS OF THE LICENSED PROGRAMS UNDER THIS AGREEMENT.

11. Additional Terms for Academic Use and Fundamental Research Use

11.1 Additional Definitions

Academic Use means any use of the Offerings by authorized users solely for purposes that are strictly related to (i) education, institutional, instruction and/or (ii) experimental, theoretical and/or digital research work, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory. Academic Use can only be granted to a Customer that is an institution of education and/or research and that grants academic degrees (diploma or certificate) at any primary, secondary or higher education level.

Fundamental Research Use means any use of the Offerings by the authorized users solely for experimental, theoretical and/or digital research work, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory. Fundamental Research Use (i) must always result in a generally available publication and (ii) can only be granted to a Customer that is a non-profit institution dedicated to research, either publicly owned or operated, or that depends on more than fifty percent (50%) on public funding.

11.2 License and Use Rights. Notwithstanding anything to the contrary in Section 2, Offerings for Academic Use or Fundamental Research Use shall not be used, directly or indirectly, for any commercial purpose of Customer or any third party.

11.3 Content Watermarking. Content produced using any Offerings for Academic Use may automatically contain a watermark identifying the Offering used. Customer shall not remove any such watermarking.

12. Export

Export to Customer of Offering and Documentation is subject to all applicable countries' export and re-export laws and regulations. COSMOlogic and its licensors shall have no liability towards Customer if necessary authorizations, licenses or approvals are not obtained. Customer shall not export or re-export, either directly or indirectly, Offering when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval. Customer hereby warrants to COSMOlogic that all Offerings ordered hereunder shall not be used in violation of any applicable export laws, including for proliferation of any nuclear, chemical or biological weapons or missile delivery systems and shall not be diverted to any country, company or individual if prohibited by the applicable export laws of any country. Customer recognizes that Customer Data may be transferred to or stored in any country. Customer undertakes to abstain from, and shall ensure all users abstain from, processing, storing or uploading on its data sharing environment any information or data, the export of which is controlled, regulated or subject to any permit or license under any applicable law or regulation. Customer shall be deemed to be the exporter of Customer Data. COSMOlogic may terminate this Agreement and all licenses hereunder upon written notice if Customer violates these provisions.

13. Software Compliance

13.1 Security Mechanisms. COSMOlogic undertake legal measures to eliminate unauthorized use of their Offerings. In this context, Licensed Programs may include a security mechanism that can detect the installation or use of illegal copies of a Offering, and that is able to collect and transmit data about illegal copies only. Data collected will not include any data created by Customer with the Licensed Program. By using the Licensed Program, Customer consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. COSMOlogic also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to, and use of, any Offering. Customer may not take any steps to tamper with, circumvent or disable any such measures. Use of any Licensed Program without any hardware lock device, license administration software and/or license authorization key provided by COSMOlogic is prohibited.

13.2 Audit. During the term of this Agreement and for a period of three (3) years thereafter, Customer shall maintain accurate information records relating to the use of each Offering including, without limitation, the list and location of resources accessing and using such Offering. When applicable, such information shall include destruction of the Licensed Program and the measures put in place by Customer to protect the access to and the use of each Offering. COSMOlogic shall have the right at any time, at its own expense and under reasonable conditions of time and place, to review and collect copies of audit records and/or the Customer's use of each Offering. Customer also hereby authorizes COSMOlogic to verify that its use of the COSMOlogic products is compliant with the terms of a valid agreement. For such purpose, COSMOlogic may conduct an audit on Customer's premises (or on premises where Offerings are installed for Customer's use) during normal business hours, in a manner that minimizes disruption to its business. Customer shall provide COSMOlogic, or any third party COSMOlogicC engages to conduct such verification, with machine access, copies of system tools outputs, and allow execution of all appropriate tools generating audit records. If the audit reveals unauthorized use of any Offering, Customer shall promptly pay to COSMOlogic any amounts owed as a result of such unauthorized use at the then current list price. If such unauthorized use is five percent or greater of Customer's authorized use for the applicable Offering, then in addition to Customer paying the applicable charges,

Customer shall reimburse COSMOlogic for the cost of such audit. By invoking the rights and procedures described above, COSMOlogic does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

14. Data Privacy

Customer acknowledges and agrees that it is and shall at all times remain the sole data controller of the Personal Data, that will be processed as part of its access to and use of a Offering and therefore, shall be responsible for complying with all Applicable Data Protection Legislation including, but not limited to, (i) transfer of Personal Data, (ii) information of data subjects and (iii) access, modification and deletion rights of data subjects. COSMOlogic as the data processor will collect, store and process the Personal Data in accordance with the Agreement.

15. Miscellaneous

15.1 Purchase Orders. Customer's purchasing terms and conditions shall not in any way supersede, supplement or otherwise modify the terms of this Agreement.

15.2 Notices. Unless otherwise provided herein, all notices required hereunder shall be in writing, in English, or in the language specified in the Country Specific Terms, and shall be deemed to have been given on: (i) the date delivered in person or by express courier service, (ii) three (3) days after sending the notice if sent by certified or registered mail, or (iii) the date sent by confirmed facsimile, addressed to the parties at their address in the Transaction Documents, or at such other address as either party may designate to the other by notice served as hereby required, or contained in the relevant order form.

15.3 Force Majeure. Neither party hereto shall be liable for any default in the performance of its obligations under this Agreement resulting from (i) a case of force majeure as defined by the law governing this Agreement and the courts in such jurisdiction, or (ii) the following causes: strikes (whether previously announced or not), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.), or any electrical, utility or telecommunication outages.

15.4 Third Party Hosting. Customer is authorized to install and use the Licensed Programs remotely on computers operated by a well-established, reputable third party service provider, and to appoint such service provider to operate the hardware and manage the Licensed Programs solely for and on behalf of Customer; provided however, that (i) only duly authorized users shall have the right to use the Licensed Programs; (ii) Customer shall enter into a written agreement with such service provider under which the service provider agrees that its access to the Licensed Programs is solely for the purpose of providing the services mentioned above to Customer and is otherwise subject to all of the restrictions and limitations contained in this Agreement; and (iii) such service provider is not part of a group of companies which provides products or services competing with Offerings. Customer acknowledges and agrees that the service provider shall be deemed an agent of Customer. If Customer becomes aware of any actual or suspected unauthorized access, use or disclosure of the Licensed Programs, Customer shall immediately terminate the service provider's access to the Licensed Programs. Customer shall defend and indemnify COSMOlogicC against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees), which arises out of or in any way relates to any such service provider's access to or use of the Licensed Programs.

15.5 Severability. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect, and the affected provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

15.6 Transfer, Assignment & Subcontract. Any subcontract, assignment, delegation, or other transfer (including without limitation, by way of merger, acquisition, divestiture, or change of control or contribution in kind) of this Agreement or any of Customer's rights, duties, benefits or obligations hereunder is subject to COSMOlogic's prior written approval. Any attempt to do so without such consent is void. Any approved transfer of licenses may be subject to an adjustment charge. This Agreement shall be binding upon, and inure to the benefit of COSMOlogic and its successors and assigns.

15.7 Amendments & Non-Waiver. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made by written amendment signed by both parties. A party's failure at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce that or any other provision.

15.8 Entire Agreement; Order of Precedence. This Agreement comprises the complete agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders and communications, whether oral or written. If there is a discrepancy, inconsistency or contradiction between any Licensing Scheme and these General Terms, the provisions of the corresponding Licensing Scheme shall prevail, but solely with respect to those Offering described in such Licensing Scheme. Customer confirms that it (i) has full knowledge of all terms herein and those incorporated herein by reference, (ii) agrees to be bound by and to comply with such terms, and (iii) in entering into this Agreement, has not relied upon the future availability of functionality or product updates with respect to any Offering. The terms of this Agreement shall have no force or effect with respect to any claim based on the use of any intellectual property rights of COSMOlogic outside the scope of the rights expressly granted and/or provided herein.

15.9 Language. This Agreement is provided in English and may be provided, for informational purposes only, in a language other than English. The English version shall be the only binding and enforceable version of this Agreement.

15.10 Headers. Headings in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

15.11 COSMOlogic may assign, delegate, subcontract or otherwise transfer any of its rights or obligations hereunder, in whole or in part, without Customer's consent.

15.12 Survival. The following sections of these General Terms shall survive termination or expiration thereof: Sections 1, 2.2, 4.2, 5, 6.2, 7, 8, 9.4, 10, 11, 12, 13, 14 and 15 and terms identified as surviving in the Country Specific Terms.

15.13 Governing law and jurisdiction. The governing law and jurisdiction are set forth in the Country Specific Terms.

COUNTRY SPECIFIC TERMS

TERMS APPLICABLE TO EMEA

Payment Terms – In addition to the provisions of Section 4.2.1 of the General Terms, the following shall apply:

Unless otherwise agreed to in writing by COSMOlogic, Customer shall pay all invoices by wire transfer within thirty (30) days from the date of invoice

Late Payments – In addition to the provisions of Section 4.2.2 of the General Terms, the following shall apply:

Customer shall pay interest for late payment at a rate of twelve (12) percent per year on all sums unpaid at the due date, plus an amount of forty (40) Euros, which shall be increased if the recovery costs incurred in collecting the unpaid sums exceed such amount.

Taxes – In addition to the provisions of Section 4.2.3 of the General Terms, the following shall apply:

All prices are exclusive of taxes. Customer shall be responsible for payment of any and all taxes, including fees, duties, excises, import VAT, or similar charges of any nature whatsoever, now in force or enacted in the future, that are levied, assessed, charged, withheld, or collected for or in connection with the transfer or usage, to the extent authorized hereunder, of the Offerings provided hereunder or otherwise arising in connection with this Agreement, but excluding domestic taxes based on COSMOlogic's net income.

If Customer is required to withhold, deduct, or pay for any tax from the amount of fees to be paid under this Agreement, then Customer shall pay such additional amount to COSMOlogic as is necessary to ensure that COSMOlogic receives a sum equal to what would have been received had no such withholding, deduction or payment been required

Interoperability – In addition to the provisions of Section 5.1 of the General Terms, the following shall apply:

Except to the extent permitted by applicable law, Customer shall not modify, adapt, reverse engineer, decompile, disassemble, or otherwise translate all or part of the Offerings. In the event Customer wishes to ensure the interoperability, within the limits of its authorized use as defined in Section 2 of these General Terms, of the Offerings with other computer software or with equipment under conditions provided for by law (including without limitation laws implementing the directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs), Customer must ask COSMOlogic for a license to use standard interfaces, exclusively for internal use to achieve interoperability. COSMOlogic will grant Customer a license to use the standard interfaces at the then current prices and contractual conditions of COSMOlogic or, if standard interfaces are not available, COSMOlogic, for a fee, may provide Customer with the necessary information to permit interoperability. Customer is not authorized to give access to these interfaces to any person other than its authorized users .

Governing Law and Jurisdiction – In addition to the provisions of Section 15.13 of the General Terms, the following shall apply:

This Agreement shall be governed and construed in accordance with the laws of France. (a) The Commercial Court of Paris ("Tribunal de Commerce de Paris") shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of this Agreement, however, the parties acknowledge and agree that in the event that the subject matter of any such dispute is Intellectual Property, COSMOlogic shall have the right to bring any such dispute before the French Civil Court having jurisdiction pursuant to the French Code of Civil Procedure ("Code de Procédure Civile"). (b) Customer acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, COSMOlogic's rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

TERMS SPECIFIC TO GERMANY ONLY

If there is a discrepancy, inconsistency or contradiction between the terms specific to EMEA and/or European Economic and the terms specific to Germany below, the terms specific to Germany shall apply :

Late Payments – In addition to the provisions of Section 4.2.2 of the General Terms, the following shall apply:

Customer shall pay interest for late payment at a rate of nine (9) percent points per year over the basis interest acc. to §§ 247, 288 BGB (German Civil Code) on all sums unpaid at the due date, plus reasonable attorneys' fees and costs incurred by COSMOlogic in collecting unpaid amounts.

Warranty – Section 6 of the General Terms shall be deleted and replaced in its entirety with the following:

COSMOlogic warrants Licensed Programs one (1) year for each perpetual license from the initial delivery of each Licensed Program that the Release of any Licensed Program will materially conform to its Documentation provided it is properly used in the operating environment specified by COSMOlogic. If such Release of the Licensed Program does not conform, and Customer has notified COSMOlogic within this warranty period, COSMOlogic will attempt to make it conform as warranted. COSMOlogic may request Customer to install a corrective patch or a new Release for such performance. COSMOlogic may remove any and all non-conformity at its choice by correction, workaround or redelivery. If COSMOlogic has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may within thirty (30) days, either reduce the fee paid for the non-conforming Licensed Program or rescind this Agreement and receive a full refund of all fees paid for the non-conforming Licensed Program. For any and all claims for damages, the limitation of liability as set out in Section 7 shall apply. This represents COSMOlogic's sole liability and Customer's sole remedy for breach of warranty.

COSMOlogic disclaims all liability for any use or application of any Offering or the results or decisions made or obtained by users of the Offering. COSMOlogic does not warrant that (i) the functions of any Offering will meet Customer's requirements or will enable it to attain the objectives Customer has set for itself, (ii) the Offering will operate in the combination or environment selected for use by Customer, or (iii) the operation of the Offering will be uninterrupted or free of errors. In all instances, Customer shall be solely responsible for ensuring that the results produced by Offering comply with quality and safety requirements of Customer's products or services. No employee or agent of COSMOlogic is authorized to give a greater or different warranty. Customer shall have exclusive responsibility for (a) selection of the Offering to achieve Customer's intended results, (b) installation of the Licensed Program, (c) taking adequate measures to properly test, operate and use each Offering, and (d) results obtained therefrom.

For each term license the following applies in addition: a termination right of Customer for not granting the use of a Licensed Program acc. to § 543 Sec. 2 Sentence 1 No. 1 BGB (German Civil Code) is excluded, as far as rework or replacement has not failed. Also a liability of COSMOlogic without a fault for errors in a Licensed Program existing at the time of conclusion of the Agreement acc. to § 536a Sec. 1 BGB (German Civil Code) is expressly excluded.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS FOR OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT.

Limitation of Liability– Section 7 of the General Terms shall be deleted and replaced in its entirety with the following:

COSMOlogic SHALL BE LIABLE WITHOUT LIMITATION FOR PERSONAL INJURIES AND DAMAGES CAUSED BY GROSS OR WILLFUL NEGLIGENCE AND FOR SUCH DAMAGES, WHICH HAVE ACCRUED THROUGH THE BREACH OF A GUARANTEE ASSUMED WITH THE CONCLUSION OF THIS AGREEMENT.

FOR DAMAGES CAUSED BY ORDINARY NEGLIGENCE, REGARDLESS OF LEGAL GROUND (E.G. EVEN CLAIMS FROM BREACH OF CONTRACT, TORTUOUS ACT ETC.), COSMOLOGIC SHALL BE LIABLE FOR EACH DAMAGE CASE UP TO AN AMOUNT OF FIVE HUNDRED THOUSAND (500.000,00) EUROS OR UP TO THE AMOUNT CORRESPONDING TO CHARGES ACTUALLY PAID BY CUSTOMER IN THE PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM FOR THE USE OF THE OFFERING WHICH CAUSED THE DAMAGE IN THE EVENT THIS VALUE IS HIGHER.

IN THE EVENT OF ORDINARY NEGLIGENCE COSMOLOGIC SHALL NOT BE LIABLE FOR INDIRECT DAMAGES AND ALL CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, ADDITIONAL EXPENDITURE OF PERSONNEL, LOSS OF SALES AND LOSS OF DATA) WHETHER OR NOT COSMOLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES THE REIMBURSEMENT OF FRUITLESS EXPENDITURES TO THE EXTENT SUCH EXPENDITURES ARE CONSIDERED INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE HEREUNDER.

All legal actions against DS must be filed with the appropriate judicial jurisdiction within two (2) years after the cause of action has arisen.

Notices – In addition to the provisions of Section 15.2 of the General Terms the following shall apply:

Unless otherwise specified in this Agreement, all notices required hereunder shall be in writing, in English or in German.

Governing Law and Jurisdiction – In addition to the provisions of Section 15.13 of the General Terms, the following shall apply:

This Agreement shall be governed and construed in accordance with the laws of the Federal Republic of Germany. The courts of Munich shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of this Agreement. Customer acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, COSMOlogic's rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

TERMS SPECIFIC TO THE EUROPEAN ECONOMIC AREA

Definitions – In addition to the provisions of Section 1 of the General Terms, the following shall apply:

Applicable Data Protection Legislation means as from 25 May 2018, the Regulation (EU) 2016/679 (General Data Protection Regulation) and any delegated and implementing acts adopted in accordance with the General Data Protection Regulation and the member state's laws specifying the provisions of the General Data Protection Regulation applicable to the Processing implemented.

Personal Data means any kind of information relating to an individual about whom information is collected which can, individually or together with other information on the individual, lead to directly or indirectly identifying such individual.

Sub-Processor means any Processor appointed by COSMOlogic or by any other Sub-Processor of COSMOlogic which receives, from COSMOlogic or from any other Sub-Processor of COSMOlogic, Personal Data for the sole and exclusive purpose to Process activities to be carried out on behalf of Customer in accordance with the terms of this Agreement and the terms of a written subcontract

"Controller", "Data Subject", "Personal Data", "Process/Processing" "Processor" and "Personal Data Breach" shall have the same meaning as in the Applicable Data Protection Legislation

Data Privacy - In addition to the provisions of Section 14, the following shall apply as from May 25th 2018.

Location of Data Processing. In order for COSMOlogic to provide the Online Services, Customer appoints COSMOlogic as Processor and agrees that Personal Data provided by Customer (Customer's Personal Data) may be transferred to, stored, accessed and Processed in any country in which COSMOlogic or its Sub-Processors are located. COSMOlogic will ensure that the same data protection obligations as set forth in the Agreement shall be imposed on the Sub-Processors by way of a contract and/or the standard contractual clauses from the European Commission in such a manner that the Processing will meet the requirements of the Applicable Data Protection Legislation,

COSMOlogic Obligations. COSMOlogic, as a Processor, will:

- to the maximum extent permitted by applicable law and for the duration of use of the Offerings, process Customer's Personal data in accordance with this Agreement, and Customer's written reasonable instructions, which shall in all circumstances be consistent with such Agreement;
- ensure that the persons who are authorized to Process Customer's Personal Data are bound themselves by an appropriate obligation of confidentiality;
- reasonably assist Customer in ensuring compliance with its obligations as a Data Controller regarding sections 32 to 36 of the General Data Protection Regulation, taking into account the nature of Processing as described in the Agreement. If COSMOlogic has reason to believe or is convinced that a Personal Data Breach impacting Customer has occurred, COSMOlogic will (i) notify the incident to Customer without undue delay after becoming aware

of such Personal Data Breach, (ii) provide Customer with available information allowing it to comply with its notification obligations with competent supervisory authority;

- reasonably assist Customer to fulfil its obligations in response to requests from Data Subjects to exercise their rights under Applicable Data Protection Legislation in a manner consistent with the use of the Offerings and COSMOlogic's role as a Processor.
- make available to Customer all necessary information in its possession to demonstrate Customer's compliance with its obligations provided for by the Applicable Data Protection Legislation and reflected in this section and, in case compliance with Applicable Data Protection Legislation cannot be evidenced through the appropriate documentation provided by COSMOlogic, allow for, an audit. Such audit will be (i) notified to COSMOlogic in writing at least thirty (30) days in advance by indicating its scope which shall be limited to assess Customer's compliance where the documentation provided by COSMOlogic is not relevant (ii) conducted by an independent auditor mandated by Customer at Customer's costs and performed not more than once every twelve (12) months;
- keep a list of the Sub-Processors that will be involved in the Processing of Customer's Personal Data due to the Processing activities implemented on behalf of Customer and inform Customer of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving the Customer the opportunity to object to such changes. Customer will be notified at least 15 (fifteen) days in advance before authorizing any new Sub-Processor to Process Customer's Personal Data with a mechanism to obtain notice of that update, except in case of emergency. Customer may reasonably object to COSMOlogic's use of a new Sub-Processor if (i) such new Sub-Processor Processes Customer's Personal data, (ii) Customer demonstrates it has a legitimate interest, and notifies COSMOlogic in writing, within fifteen (15) days after receipt of the notification, it being specified that in the absence of an objection from Customer, the Sub-Processor is deemed to be accepted by Customer. If Customer notifies its objection related to the new Sub-Processor within the above timeframe, Customer may terminate the Offering impacted by this change of Sub-Processor before the end of the notice period of fifteen (15) days after receipt of the notification;
- upon termination or expiration of the Agreement, delete or return all Customer's Personal Data to Customer, at Customer's choice, and delete all existing copies, in accordance with the terms and timelines of such Agreement, except where applicable law requires retention of such Customer's Personal Data or where such Customer's Personal Data is necessary for proof purposes during the applicable statute of limitation.

SUPPORT SERVICES

1. At a Glance

These Support Policies describe the Support Services applicable to COSMOlogic Licensed Programs ordered by Customer pursuant to the Agreement. COSMOlogic will provide Support Services according to the terms of the Agreement, subject to Customer being current with the payment of all applicable charges.

2. Definitions

All the terms with a capital initial, unless otherwise defined below, shall have the meaning sets forth in Section "Definitions" of the General Terms.

Business Hours are defined as the time during which Support Services are available to Customer in COSMOlogic support experts' time zone except on public holidays.

Business Week is defined as the time, from Monday to Friday, during which Support Services are available to Customer in COSMOlogic support experts' time zone.

Case means any question (Defect or Non-Defect) encountered with use of any Licensed Programs.

Correction means a solution provided to Customers through the change of software or documentation and delivered through a new Release, a Documentation amendment or Maintenance Delivery as applicable.

Defect (or "Error") means a material malfunction in the performance of any Licensed Program, as performance is described in its Documentation, and which is reported in accordance with the applicable Support Policies and reproducible by COSMOlogic.

Initial Response Time means the amount of time elapsed between the initial Case submitted by Customer to COSMOlogic, or to Service Provider as applicable, and the initial response to Customer by COSMOlogic (or the Service Provider as applicable), in connection with such Case. It corresponds to the first feedback to a Customer with the first steps of troubleshooting and Case determination.

Maintenance Delivery means a periodic delivery of a Licensed Program which mainly includes the correction of Error(s) for a given Licensed Program made generally available to the market.

Service Provider means a third party to which COSMOlogic delegates the first level of the Support Services.

Support Policies means this document.

Workaround means a change in the way of using Licensed Programs followed procedures or data in order to avoid Defect without substantially impairing use of the Licensed Programs.

Defined terms can be used in a singular or plural form.

3. Support Services available under the Agreement

Support Services described in these Support Policies are available exclusively for the supported Releases of Licensed Programs.

COSMOlogic shall provide support services for supporting Customer's use of the COSMOlogic Licensed Programs. For purposes of this Policy, Support Services shall include:

- (i) using reasonable efforts to provide a Correction or a Workaround for Defects,
- (ii) ensuring that the License Program shall substantially operate in accordance with its Documentation, and
- (iii) using reasonable efforts to provide new Releases and Maintenance Deliveries. Those Releases and Maintenance Deliveries may include: new capabilities, new productivity enhancements, fixes and latest security and compatibility updates.
- (iv) using reasonable efforts to provide technical support during COSMOlogic Business Hours

Support Services do not apply to enhancement requests and the development of in-depth methodologies (for example, detailed API consulting). Support for customization, training and/or new applications using Licensed Programs may be arranged under a separate agreement.

4. Support Process

If COSMOlogic delegates the first level of Support role to a Service Provider, Customer will have to contact that Service Provider to report a Case, unless another process is specified in the Transaction Document.

Support Services includes technical support from COSMOlogic by phone and e-mail during Business Hours along with regular Releases, Maintenance Deliveries, and Web conferences on demand. COSMOlogic support experts are located in Europe (Germany) and are available to Customer from 9:00 am to 5:00 pm during Business Week. They provide support in English and German.

When submitting a Case, Customer shall ensure that among the information sent to COSMOlogic to analyze the Case, there is no personal data, i.e. information relating to an individual as defined by the data protection legislation applicable to the Agreement (except when required by the COSMOlogic support team to collect additional Case information such as, but not limited to traces,...), nor information that Customer considers as confidential, or which requires a governmental authorization to be exported unless this authorization is required solely for export to countries subject to trade sanctions.

Performance of Support Services depends upon Customer's full cooperation, including, without limitation, providing at no charge to COSMOlogic, safe and timely access to Customer's computer systems, personnel (executives and staff), facilities, utilities, data and information reasonably necessary for such performance.

Customer shall ensure that it has the appropriate licenses or rights, as may be applicable, from third parties with respect to Licensed Program, data and information in order to allow performance of Support Services hereunder. Customer is responsible for the accuracy and completeness of the data and information Customer supplies. Customer hereby grants a license to COSMOlogic to use such data and information to perform the Support Services. Customer acknowledges and agrees that performance of Support Services is dependent upon the accuracy and completeness of Customer's data and information. Customer shall ensure that data and information communicated to COSMOlogic do not violate Customer's internal confidential and secured information policies. Customer shall indemnify and defend COSMOlogic from any action based on a claim that any tangible and intangible component, information or data provided by it infringes any third party's intellectual property right, or a misuse of any third party's confidential, proprietary or trade secret information.

When submitting a Case, Customer can propose an urgency level according to the impact of the Case regarding Customer's day-to-day operation.

Four levels of urgency are available.

- **Urgent:** Customer is unable to use the Licensed Programs and have severe/critical impacts on operations, and no Workaround exists.
- **High:** Customer is able to use the Licensed Programs but operations are severely restricted by the incident. A Workaround exists.
- **Medium:** Customer can use the Licensed Programs with some restrictions on one or several functions. These restrictions, however, do not have a severe impact on Customer's operations.
- **Low:** The Case causes little or no impact to Customer's operations.

Once received by COSMOlogic support team, Customer's Case and related proposed qualification of its urgency level will be reviewed. COSMOlogic support team's target is to address Customer's Case during COSMOlogic Business Hours based on its validated urgency level as follows:

Urgency level	Initial Response Time
Urgent	8 Business Hours
High	8 Business Hours
Medium	16 Business Hours
Low	16 Business Hours

If a Case is qualified as a functional enhancement, it will be closed as not related to Support Services. However, Customer may still have the opportunity to contact COSMOlogic directly or Service Provider, as applicable.

5. Support Services Fees

Customer shall pay an annual fee for the Support Services performed under this Policy, which shall be invoiced to Customer in accordance with the quote or agreement then applicable. The support services fees shall be due and payable within 30 days of the date the COSMOlogic License Program being supported was received by the Customer and each anniversary thereafter during the term unless terminated in writing. The support services fees may be increased on the first anniversary of the Effective Date of the COSMOlogic License Program, and on an annual basis thereafter, with reference to the consumer price or other index designated by COSMOlogic for such purpose generally (which index may vary based on the applicable country).

6. Reinstatement of Support Services

Customer may terminate Support Services for a Licensed Program subject to the following conditions: (i) Customer notifies COSMOlogic with at least thirty (30) days prior notice, and (ii) such termination shall apply to Support Services related to all licenses of said Licensed Program held by Customer under any license agreement then in force between Customer and COSMOlogic. In such case for all such licenses described in the preceding sentence: (x) Customer shall have no further obligation to pay the Support Services fees related to the corresponding Licensed Program; (y) Customer shall duly certify in writing to COSMOlogic that all copies of all Releases of the Licensed Program other than those of the latest Release of the Licensed Program installed by Customer, have been duly destroyed or returned to COSMOlogic in their entirety; and (z) Support Services for such Licensed Program will terminate at the expiration of the thirty (30) day notice period. COSMOlogic shall have no further obligation to provide any services or deliver any Release in support of any such licenses, except for providing license keys if necessary. Customer may reinstate Support Services, provided such reinstatement is activated for all licenses of a given Licensed Program held by Customer under any license agreement then in force between Customer and COSMOlogic, and Customer pays all fees that would have been due in respect of Support Services from the date

of termination of Support Services to the date of reinstatement of such Support Services, plus a reinstatement fee corresponding to fifty percent (50%) of such fees that would have been due in respect of Support Services from the date of termination of Support Services to the date of reinstatement of such Support Services.

LICENSING SCHEME

All the terms with a capital initial, unless otherwise defined below, shall have the meaning sets forth in Section "Definitions" of the General Terms. Defined terms can be used in a singular or plural form.

1. DEFINITIONS

Campus (for Academics only) means a University located in one city.

Concurrent Based. Use of an Offering in Concurrent Based mode is authorized for a maximum number of simultaneous Users in a User Group.

Computer Center (for Academics only) Based. Use of an Offering in Computer Center Based mode is authorized for different Academic institutions of the Customer accessing the Offerings on a Machine.

Department (for Academics only) means a maximum of 20 User Groups working on the same university topic.

Extended computer center (for Academics only) Based . Use of an Offering in Extended computer center Based is authorized for the number of Academic institutions stated in the Transaction Document accessing the Offerings on a Machine.

Limited Computer Center (for Academics only) Based. Use of an Offering in Limited Computer Center Based mode is authorized for a maximum of 3 Academic institutions accessing the Offerings on a Machine.

Machine means a computer equipment on which a Licensed Program is executed (1) (a) belonging to Customer or Customer's Affiliate (if applicable for Concurrent Based only) under its sole control or supervision and (b) located on Customer's or Affiliate's premises (if applicable for Concurrent Based only), provided when applicable that Users may occasionally use laptop computers outside Customer's premises) or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer, in the same country.

Single User means a User identified with a unique username and password to use the Offering from a single Machine at any given time.

Single User Based. Use of an Offering in Single User Based mode is authorized for one single User. Customer shall ensure that a Single User does not share or use the same username and password.

Site means a single building or group of buildings that constitutes a consistent business unit belonging to a Customer and under their sole control or supervision, and located in one city. The Site(s) is identified in the Transaction Document.

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) or subcontractor(s) (i) who accesses an Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. For Academic Use of an Offering, User means (i) any individual who works for Customer and is dedicated either to education or research or (ii) any individual regularly enrolled as a bona fide student in Customer's academic program.

User Group means a group of up to twenty (20) Users for a given Site.

2. PRICING STRUCTURES

Licenses and Support Services for the Offerings are granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined below:

Annual license (for commercial licenses only) means the yearly charge for use of a Cosmologics Offering, subject to the conditions set forth in the Agreement. Payment of the Annual license for an Offering entitles Customer to (i) a one (1) year license to use the Release of an Offering and its subsequent Release(s), if any, as made available by COSMOlogic during such year, in lieu of the license(s) on the previous Release(s) of such Offering, and (ii) Support Services for the Offering for one (1) year.

MSU means Maintenance, Support and Updates which is a yearly charge. For the first year of each license of each Offering, MSU is included in the Perpetual License . Payment of the MSU for an Offering entitles Customer to (i) Support Services for the Offering for one (1) year and (ii) a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such Offering made available by COSMOlogic during such year, in lieu of the license(s) on the previous Release(s) of the Offering delivered to Customer.

Perpetual license is a one-time and non-refundable charge. Payment of the Perpetual license for an Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such Cosmologics Offering made available by Cosmologics on the Effective Date of the license.

3. LICENSING SCHEMES AND GEOGRAPHICAL SCOPE

The use of Offerings is based on a license type.
License type means either academic or commercial (including non-profit organisations).

Licenses for the Offerings may be granted according to one of the following licensing schemes (specifying the authorized use), as determined in the applicable Transaction Document:

- Concurrent Based
- Extended Computer Center Based (Academic licenses only)
- Limited Computer Center Based (Academic licenses only)¶
- Single User Based (Academic licenses only)
- Campus (Academics only)
- Department (Academics only)

Licenses for the Offerings are granted for use to Customer on Machines by the Users or Group of Users as identified in the Transaction Document.

4. THIRD PARTY TERMS

TURBOMOLE SOFTWARE

1. SOFTWARE

Rights and obligations of LICENSEE and COSMOlogic concerning the software package TURBOMOLE:

Originally, TURBOMOLE is a development of the University of Karlsruhe and of the Forschungszentrum Karlsruhe GmbH. Since June 2007 TURBOMOLE is developed and its rights are held by Turbomole GmbH. TURBOMOLE consists of a suite of executable programs and scripts for a limited number of hardware platforms (as specified in the Transaction Document and invoice). TURBOMOLE is a software performing quantum chemical calculations as described in:

<http://www.turbomole.com>

2. LICENSE

Based on the distribution contract between Turbomole GmbH and COSMOlogic, COSMOlogic hereby grants Customer the right for the non-exclusive, non-transferable, perpetual use of the software TURBOMOLE by all members of the organizational subunit defined as Customer above.

Each User has the right to install and use the software on one or more computers of Customer, with the limitations given by the license type and hardware platforms licensed.

The usage for serving external purposes is prohibited unless explicitly allowed by COSMOlogic.

It is prohibited to make the software or copies of it accessible to unauthorised users.

Disassembly and reverse engineering of the binaries and distributed libraries is prohibited.

3. OWNERSHIP AND COPYRIGHT

Ownership of, and title to, the TURBOMOLE Software (including any additional copies) shall be held by TURBOMOLE GmbH. Copies of the Software and Documentation are provided to Customer only for the limited purposes set out herein.

4. LIMITATION OF WARRANTIES AND LIABILITY

Customer and Users acknowledge that TURBOMOLE is a research tool that is being supplied by TURBOMOLE 'as is', without any warranties or liabilities.

5. USAGE OF RUNTIME LIBRARIES

Redistributing, sublicense or transfer any of the runtime libraries that are used by the binaries is prohibited. You may NOT use the runtime libraries for other purposes than to run TURBOMOLE.