



Schrodinger_Univ Hradec Kralove_EULA_Contract_Final (10DEC2019)

LICENSE CONTRACT

according to sec. 2358 et seq. of the Act No. 89/2012 Sb., the Civil Code, this Purchase Contract has been entered into on the day, month and year specified below, by and between the following Contracting Parties (hereinafter referred to as the "**Contract**"):

University of Hradec Králové, Faculty of Science

residing at: Rokitanského 62, 500 03 Hradec Králové, Czech Republic

company No.: 62690094

tax identification No.: CZ62690094

represented by: doc. RNDr. Jan Kříž, Ph.D., dean

person authorised to act

in technical matters: XX

bank details: Česká spořitelna, a. s., Praha 4, Olbrachtova 1929/62, 140 00

account number: 2733582/0800

(hereinafter referred to as the "**Licensee**")

and

Schrödinger, LLC

residing at: 101 SW Main Street, Suite 1300 - Portland, OR 97204

company number: 02-0567305

tax identification No.: 02-0567305

represented by: XXXXXXXXXX

person authorised to act

in technical matters: XXXXXXXXXXXXXXXXXXXXXXX

bank details: US Bank 555 SW Oak Street, Suite 400 Portland, OR 97204

account name: Schrödinger, LLC

account number: 153691371725

Bank routing number: 123000220

SWIFT Code: USBKUS441MT

Registered in the Commercial Register: Delaware, USA

(hereinafter referred to as the "**Licensor**", the Licensor and the Licensee hereinafter jointly referred to as the "**Contracting Parties**" or each individually referred to as "**Contracting Party**").

The Contracting Parties hereby agree as follows:

1. Subject Matter

- 1.1. The subject of this Contract is **Schrödinger Small-Molecule Modelling Suite and the activation license** (hereinafter referred to as "**Goods**") including all parts as defined in the technical specification (Appendix No. 1), for the needs of the project **IT4Neuro(degeneration)**, reg. No. CZ.02.1.01/0.0/0.0/18_069/0010054, within the Operational Program Research and Development for Innovation.
- 1.2. The Licensor hereby undertakes **to grant the licensee** with a limited, non-exclusive, internal-use-only, non-transferable, non-assignable, non-sublicensable **license to install and use the Goods**, in object code form only, solely:





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- a. **during the term** identified on the applicable Price Quotation involved in Appendix No. 2,
 - b. as installed **at the geographical site** identified on the applicable Price Quotation involved in Appendix No. 2,
 - c. for the **number of concurrent users and/or jobs** specified on the applicable Price Quotation involved in Appendix No. 2,
 - d. for Licensee's own **internal business purposes**. Schrödinger reserves all rights not expressly granted herein.
- 1.3. The Licensor grants the aforementioned valid license that enables **the agreed utilization of the Goods for period of one year from the Date of Delivery**. The Contracting Parties hereby agree that **the Licensee is entitled to use the license for the Goods** in accordance with terms of **this Contract and The End User License Agreement** (Appendix No. 2).
- 1.4. The Licensee agrees to pay the Licensor **remuneration cashless** on the day stated by this Contract.
- 1.5. The Licensee is **not obliged to use the license** to use the Goods.
- 1.6. The Licensor hereby undertakes under the conditions set out by this Contract to surrender the complete documentation including the accompanying documents i.e. Delivery note, Instruction of use and the other documents necessary to proper usage of the Goods. The Licensor further undertakes **to surrender the installation files of the Goods via an online accessible storage** and documents related to licences supplied according to this Contract.
- 1.7. The Goods shall be **functional without any additional costs or expenditures** necessary to be paid extra by the Licensee.

2.

Delivery Date and Place of Delivery

- 2.1. The Goods are considered as delivered on the Contract execution date (the "Date of Delivery") when the Goods will be made available for download and installation.
- 2.2. **Place of delivery of the Goods is Faculty of Science, University of Hradec Králové, Hradecká 1285, 50003 Hradec Králové, Czech Republic.** The Licensor is obligated to provide the Licensee with access to the Goods so that it can be downloaded and installed in the place of delivery.

3.

Remuneration and Payment Terms

- 3.1. The **remuneration for the Goods has been agreed** on the basis of agreement between the Contracting Parties in the following amount:
Price exclusive of VAT: **11.500 USD**
- 3.2. The purchase **price is quoted as final, highest possible and maximum** one and includes all costs relating to delivery of the Goods (including transport, electronic transfer, customs duty, fees, license fees and copyrights).
- 3.3. The purchase price pursuant to the section 3.1 of this Contract shall be paid by the Licensee to the bank account of the Licensor on the basis of a proper **tax document** (invoice) containing all prerequisites with the **maturity period of 30 days from demonstrable delivery of the invoice to the Licensee**. The invoice shall be issued by the Licensor on the Delivery Date. The number of the Licensor's bank account is stated in the header of this Contract. The Contracting Parties have





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agreed that the obligation to pay the purchase price is considered as fulfilled on the date of deducting the respective amount from the Licensee's account to the credit of the Licensor's account specified in the heading hereof so long as the transaction is not reversed or cancelled.

- 3.4. The invoice issued by the Licensor must include all tax document prerequisites in accordance with Act No. 235/2004 Collection of Law (Czech Republic) on value added tax as amended and the prerequisites of a commercial deed pursuant to sec. 435 of the Civil Code as well as identification of the Contract, on the basis of which the fulfilment has been provided. The Licensor shall affix the invoice with the stamp and signature of the person authorized to issue the invoice and with the project name and registration number, including number of this Contract.
- 3.5. If the invoice issued by the Licensor does not contain any obligatory prerequisites or if the Licensor erroneously charges the price of VAT, the Licensee will be entitled to return the invoice before the maturity period expiration to the Licensor to make correction, stating the reason for return. The Licensee shall make the correction by issuing a new invoice. On the date the erroneous invoice is sent to the Licensee, the original maturity period shall cease to run and the new maturity period will restart from the date of delivery of the new invoice to the Licensee.

4.

Licensor's responsibility for defects

- 4.1. The Licensor provides the Licensee with a warranty that the Goods will perform substantially in accordance with the accompanying documentation (Appendix No. 2) for a period for the license to use the Goods was granted. The warranty period starts running on the day of delivery of the Goods.
- 4.2. In case of any defect or fault in quality or quantity of delivered Goods, the Licensee is entitled to report in any demonstrable way to the Licensor. The faults in fulfilment, that have been reported to the Licensor, shall be removed subject to the terms of the Appendix No. 2.
- 4.3. Licensor guarantees maintenance of Goods as set forth in the Appendix No. 2.

5.

Final provisions

- 5.1. With respect to the fact that the remuneration of the license is financed from the means of the Operational Programme Research and Development for Innovation and the provision of Section 2, Letter e) of Act no. 320/2001 Coll. (Czech Republic), on the Financial Inspection in Public Administration, as amended, the Licensor is a person obliged to cooperate during the performance of the financial inspection. Financial inspection shall be limited to Licensor providing copies of applicable invoices issued during the Term. These Licensor`s obligations also apply to its contractual partners involved in the fulfilment of this Contract.
- 5.2. The Licensor undertakes that within the period of 3 years from the termination of OP VaVpI project according Section 90 Regulation of the Council (EU) no.1083/2006, i.e. at least by the year 2021, unless the Czech law states longer period, from the day of conclusion of this Contract, it will use commercially





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reasonable efforts to provide the necessary information related with the Licensor's activities requested by all the bodies performing audit and inspection of the Licensee in connection with the Project or Projects realization - in particular the staff or authorized representatives of the provider, the Managing Body of the Operational Programme Research and Development for Innovation of the Ministry of Education, Youth and Sports of the Czech Republic, the Ministry of Finance of the Czech Republic, the auditing authority, the European Commission, the European Accounting Court, the Supreme Audit Office, the Financial Authority and other competent bodies of the state administration. If any such Licensee audit or inspection would require the disclosure of Licensor confidential or proprietary information, Licensee will notify Licensor in writing, and if permitted by law, grant Licensor an opportunity to respond to prohibit the disclosure of Licensor confidential or proprietary information.

- 5.3. The Licensor also undertakes to provide the Managing Body of the Operational Programme Research and Development for Innovation, for the period mentioned above, with access also to those parts of contractual and related documents that are protected under special legal regulations, provided that the requirements under legal provisions and Act No. 552/1991 Coll., on the State Inspection, as amended, are fulfilled. These Licensor`s obligations also apply to its contractual partners involved in the fulfilment of this Contract.
- 5.4. The Licensor takes into account that the Licensee is obliged to observe the requirements for publicity within the programs of structural funds specified in Article 9 of Commission`s Regulation (EC) No. 1828/2006 and the Rules for Publicity within the Operational Programme Research and Development for Innovation, in all the documents relating to the given tender procedure or process, particularly in all the contracts and other documents relating to the given order.
- 5.5. The Licensee reserves the right to publish the contents of the output generated by use of the Goods.
- 5.6. The provisions of this Contract are separable. If any part of an obligation under this Contract is or becomes invalid or non-enforceable, this shall not affect the validity and the enforcement of other obligations under this Contract and the Contracting Parties undertake to replace such invalid or non-enforceable part of obligation with a new, valid and enforceable part of the obligation the subject of which will correspond at the best to the subject of the original obligation. If the Contract does not contain a provision which would be justifiable for the determination of the rights and obligations, the contracting parties will make all the efforts to implement such provision in the Contract.
- 5.7. The Licensee is entitled to withdraw from the contract even in the case that the expenses that would arise under this contract are designated as ineligible by the Managing Body of the Operational Programme Research and Development for Innovation or another inspection subject or in the case the Managing Body of the Operational Programme Research and Development for Innovation decides not to award the subvention.
- 5.8. The Contracting Parties may modify or complete this Contract only in the form of written amendments numbered in the increasing order, expressly declared as amendments to this Contract and signed by the authorized representatives of the contracting parties.
- 5.9. The withdrawal from the Contract shall be made in a written form and comes into force on the day of the delivery of the written notice to the other Contracting Party.





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- 5.10. The Licensor is not entitled to cede his rights and obligations under this contract to a third person without the Licensee's approval.
- 5.11. This Contract comes into force on the day of its signature by both contracting parties and into effect on the day of its publication in public register of contracts under the Act No. 340/2015 Coll. (Czech Republic). The Contracting parties agrees that the Licensee is obliged to publish the Contract in public register of contracts.
- 5.12. This Contract is drawn in four copies considered as originals, signed by the authorized representatives of the Contracting Parties; each Contraction Party shall obtain two copies.
- 5.13. Upon use of the Goods, Licensee shall be deemed to have accepted the terms and conditions of the Schrodinger End User License Agreement, available at <http://www.schrodinger.com/Legal/eula.html>) (**the "EULA" is given in Appendix No. 2**), which are incorporated herein by reference. In the event of a conflict or inconsistency between the terms of this Agreement and the EULA, the terms of the EULA shall control.

In Hradec Králové 13. 12. 2019

SCHRÖDINGER, LLC

BY:

Licensee

doc. RNDr. Jan Kříž, Ph.D., dean

Title: _____

Date: _____

Licensor

XXXXXXXXXXXXXX

Title: _____

Date: 12/13/2019

Appendix No. 1. Technical Specification of the Goods

Appendix No. 2. End User License Agreement





TECHNICAL SPECIFICATION OF THE GOODS

One year license commencing from Date of Delivery for Schrödinger Small-Molecule Modelling Suite involving these below mentioned parts:

Item	Quantity	Term
AutoQSAR, Canvas, ConfGen, Core Hopping, Desmond GPU, Epik, Field-based QSAR, Glide, Impact, Jaguar, Jaguar nKa, LigPren, MacroModel, P450 SOM Prediction, Phase, Shape Screening, Prime, PrimeX, QikProp, QSite, SiteMap, Strike, XP Visualizer	50	1 year from date of delivery
Desmond GPU Floating Licenses	30	1 year from date of delivery
Glide Floating Licenses	50	1 year from date of delivery
LigPrep Floating Licenses	20	1 year from date of delivery
Prime Floating Licenses	50	1 year from date of delivery
Maestro Access License	1	1 year from date of delivery
KNIME Access License	1	1 year from date of delivery
OPLS3 Force Field Access License	1	1 year from date of delivery





END USER LICENSE AGREEMENT

This Schrödinger, L.L.C. End User License Agreement (this “Agreement”) is entered into as of the **1st day of December, 2019** (the “Effective Date”) by and between **Schrödinger, LLC**, a Delaware limited liability company with offices at **120 West 45th Street, 17th Floor, New York, New York 10036** (“Schrödinger”); and the **Faculty of Science, University of Hradec Králové**, a corporation organized under the laws of the **Czech Republic**, with offices at **Rokitanského 62, 500 03 Hradec Králové, Czech Republic** (“LICENSEE”). Terms of a PURCHASE ORDER that contradict or add terms to this Agreement or the applicable **PRICE QUOTATION** are not binding. In the event of any inconsistency among the applicable **PRICE QUOTATION(S)**, a **PURCHASE ORDER(S)**, and this Agreement, the controlling provisions shall be determined by reference to the following order: (1) **PRICE QUOTATION**, (2) this Agreement, (3) **PURCHASE ORDER**. See Schedule B to this Agreement for definitions of capitalized terms used in the **PRICE QUOTATION** that are not defined therein.

WITNESSETH:

Whereas Schrödinger wishes to grant to LICENSEE licenses to the software (“SOFTWARE”) specified in, and in accordance with the terms of, a price quotation issued by Schrödinger to LICENSEE (each a “PRICE QUOTATION”) subject to the acceptance of the Price Quotation by LICENSEE, as evidenced by LICENSEE’s issuance of an applicable purchase order submitted to, and subsequently accepted by, Schrödinger (each a “PURCHASE ORDER”),

In consideration of the covenants and conditions set forth below, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. LICENSE

1.1 **License Grant.** Subject to the terms and conditions of this Agreement, and LICENSEE’s payment of the applicable license fees, Schrödinger hereby grants LICENSEE a limited, non-exclusive, internal-use-only, non-transferable, non-assignable, non-sublicensable license to install and use the SOFTWARE, in object code form only, solely (i) during the term identified on the applicable **PRICE QUOTATION** or, in the case of **EVALUATION LICENSES**, for such term as Schrödinger has granted (in each case, subject to earlier termination pursuant to this Agreement, including Section 2 below, the “TERM”), (ii) as installed at the geographical site(s) identified on the applicable **PRICE QUOTATION**, (iii) for the number of concurrent users and/or jobs specified on the applicable **PRICE QUOTATION** or, in the case of **EVALUATION LICENSES**, for such number of concurrent users and/or jobs as Schrödinger has granted and (iv) for LICENSEE’s own internal business purposes. Schrödinger reserves all rights not expressly granted herein.

1.2 **License Management Software.** All SOFTWARE shall be installed on LICENSEE’s network such that its usage can be measured and managed by the License Management Software provided by Schrödinger, which will prohibit the SOFTWARE from being used beyond the scope of license in this Agreement and will disable the SOFTWARE at the end of the TERM. LICENSEE hereby consents to the incorporation of such mechanisms and hereby waives and releases Schrödinger from and against any and all claims, actions, causes of action, damages and judgments that may accrue or arise in connection therewith. LICENSEE shall not tamper or interfere with the License Management Software in any way.

1.3 **Restrictions.** LICENSEE may make copies of the SOFTWARE only as necessary for bona fide backup or archival purposes and shall ensure all proprietary rights notices on the SOFTWARE are retained on such copies. LICENSEE shall not directly or indirectly: (i) modify, translate, adapt, create derivative works from or decompile the SOFTWARE, or any portion thereof, or create or discern attempt to create or discern, by reverse engineering or otherwise, the source code from the object code supplied hereunder, (ii) rent, lease, loan, sell, transfer, publish, display, distribute, disclose or make the SOFTWARE available to third parties or use the SOFTWARE, or any portion thereof, in a service bureau, time-sharing or outsourcing service or otherwise use the SOFTWARE for the benefit of third parties, (iii) remove or alter any proprietary rights notices on the SOFTWARE or (iv) disclose, without Schrödinger’s prior written approval, the SOFTWARE or any code, information or materials contained in or related to the SOFTWARE, license keys, analysis or performance information, results of SOFTWARE performance benchmarks or documentation to any entity (except to LICENSEE’s employees having a need to know for purposes of authorized use hereunder and who are informed in writing of the obligations of this section) or use any of the foregoing other than as expressly authorized hereunder. LICENSEE shall notify Schrödinger immediately of any actual or imminent unauthorized access to, or use or disclosure of, any of the foregoing. LICENSEE recognizes that the unauthorized use or disclosure of any of the foregoing will give rise to irreparable injury to Schrödinger or its licensors or affiliates for which monetary damages may be an inadequate remedy; and LICENSEE agrees that Schrödinger or its licensors or affiliates may seek and obtain injunctive relief against the breach or threatened breach of LICENSEE’s obligations hereunder, in addition to any other legal and equitable remedies which may be available.

1.4 **Export Controls.** The SOFTWARE, and the source code and technology related thereto, are subject to the U.S. Export Administration Regulations (“EAR”), U.S. sanctions administered by the Office of Foreign Assets Control (“OFAC”) and, to the extent used in performance of military or defense services, the International Traffic in Arms Regulations





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("ITAR"). LICENSEE represents and warrants that LICENSEE is not a national or resident of any country subject to U.S. export restrictions, including but not limited to Cuba, Iran, North Korea, Syria, and Sudan. LICENSEE agrees to comply with all applicable laws, rules or regulations (except to the extent inconsistent with the laws of the United States) and will not directly or indirectly sell, provide, transfer, export, reexport, divert, loan, lease, consign, release to a foreign national, or otherwise dispose of (x) the SOFTWARE, (y) any source code or technology related thereto and/or (z) any technical data used in connection with or generated by the SOFTWARE in violation of the EAR, U.S. sanctions laws administered by OFAC, ITAR regulations or any other applicable law, rule or regulation of any jurisdiction.

1.5 Agreement Term. This Agreement shall commence as of the Effective Date and shall continue thereafter for three (3) years unless earlier terminated ("Agreement Term"). Notwithstanding the foregoing, the terms of this Agreement shall continue to apply for the duration of the TERM of any applicable Price Quotation where such TERM may extend beyond the conclusion of the Agreement Term, provided that the TERM of such PRICE QUOTATION commenced prior to the conclusion of the Agreement Term.

2. TERMINATION

Schrödinger shall have the right to immediately terminate this Agreement with no refund: (a) for a material breach of this Agreement by LICENSEE (including, without limitation, LICENSEE's failure to meet its payment obligations under the applicable PRICE QUOTATION), or (b) if LICENSEE becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity. Schrödinger shall have the right to terminate this Agreement upon written notice to LICENSEE in the event of the termination of a third party license to code that is included in the SOFTWARE, provided that, in the event of any such termination of this Agreement, Schrödinger shall refund any license fees paid by LICENSEE hereunder on a pro rata basis depending on the portion of the TERM that has passed as of the date of termination of this Agreement, or, if the TERM is perpetual, depending on the portion of a five-year period that has passed as of the date of termination of this Agreement. In the event of termination or expiration of this Agreement for any reason, LICENSEE shall promptly return the SOFTWARE, and all copies thereof, to Schrödinger, and shall discontinue all use thereof. Notwithstanding the foregoing, Sections 1.3(iv), 2, 3, 5, 6 and 7 shall survive the expiration or termination hereof for any reason.

3. OWNERSHIP RIGHTS

LICENSEE acknowledges that the SOFTWARE and supporting documentation and materials are the sole and exclusive property of, and are valuable, confidential and proprietary to, Schrödinger or its licensors or suppliers, including, without limitation, all worldwide rights to patents, copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights inherent therein or appurtenant thereto, in all media now known or hereinafter developed, and LICENSEE shall protect the foregoing to at least the same extent that it protects its own confidential information. LICENSEE is not purchasing title to the SOFTWARE or copies thereof, but rather is being granted only a license to use the SOFTWARE. LICENSEE shall not use Schrödinger's or its licensors' names or marks or employee names, or adaptations thereof, in any advertising, promotional or sales literature without Schrödinger's, or its licensor's, as applicable, prior written consent. If the SOFTWARE is used by LICENSEE to obtain results that are published in a scientific or research publication, LICENSEE shall acknowledge its use of the SOFTWARE with an appropriate citation referencing Schrödinger. LICENSEE agrees that Schrödinger may use LICENSEE's name to identify LICENSEE as a customer of Schrödinger as part of a general list of Schrödinger customers for use and reference in Schrödinger corporate, promotional and marketing literature. LICENSEE shall inform Schrödinger promptly in writing of any alleged infringement of Schrödinger's or its licensors' rights and of any available evidence thereof.

4. WARRANTIES

Schrödinger warrants that the SOFTWARE will perform substantially in accordance with the accompanying documentation for a period of thirty (30) days from the date of Schrödinger's provision of the SOFTWARE to LICENSEE (the "Warranty Period"). Schrödinger's sole and exclusive obligation and liability for any breach of the foregoing warranty shall be, in Schrödinger's sole discretion: (i) to use commercially reasonable efforts to repair or replace the SOFTWARE; or (ii) to refund any license fees paid by LICENSEE for the SOFTWARE. Schrödinger's aforementioned obligation and liability is conditioned upon receipt of written notice from LICENSEE of non-performance within the Warranty Period. In no event shall the warranty herein apply: (i) to SOFTWARE that has been modified from its standard form as provided by Schrödinger or that is not up to date with all updates, enhancements and new releases/new versions released by Schrödinger, (ii) to difficulties or defects that are not reproducible or that are due to LICENSEE's computer hardware, third party software, environment, operating system or other causes external to the SOFTWARE or (iii) to use of the SOFTWARE in a manner or purpose for which it was not intended. Schrödinger does not warrant that the SOFTWARE will operate uninterrupted or error-free or meet LICENSEE's particular requirements. EXCEPT AS SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCHRÖDINGER AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, CORRECTNESS, USE OR APPLICATION, ADEQUACY AND SUITABILITY, AND ANY IMPLIED





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WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

LICENSEE warrants that (a) it is a corporate entity duly organized and validly existing under the laws of its organizing jurisdiction and has all requisite power and authority to enter into this Agreement and (b) this Agreement is enforceable against and binding upon LICENSEE. Any breach of the foregoing warranties may constitute grounds for termination of the license.

5. INDEMNITY

LICENSEE will, at its own expense, indemnify, defend and hold harmless Schrödinger, its affiliates and licensors, and their respective directors, officers, trustees, students, employees and agents, from and against any action, damages, suits, claims, liabilities, costs and expenses (including reasonable attorneys' fees) based on a claim arising from or relating to this Agreement or LICENSEE's use of the SOFTWARE. The indemnified party shall have the exclusive right to control such defense. In no event shall LICENSEE settle any such claim, lawsuit or proceeding in any manner that materially prejudices the indemnified party's rights without the indemnified party's prior written approval.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SCHRÖDINGER OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST BUSINESS OR PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICES IN CONNECTION WITH THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE MAINTENANCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SCHRÖDINGER'S AND ITS AFFILIATES' ENTIRE AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT, FOR ANY REASON(S) AND UPON ANY CAUSE(S) OF ACTION WHATSOEVER, SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY LICENSEE FOR THE USE OF THE SOFTWARE UNDER THE PRICE QUOTATION GIVING RISE TO SUCH LIABILITY. NO LICENSOR OF SCHRÖDINGER SHALL HAVE ANY LIABILITY TO LICENSEE FOR LOSS OR DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SOFTWARE.

7. GENERAL

This Agreement and its enforcement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts-of-law principles. The exclusive venue for any action relating to this Agreement shall be the state and federal courts situated in the State of New York, County of New York, and each party expressly consents to the jurisdiction of such courts. Neither party shall be liable for failure to perform an obligation under this Agreement where such failure is due to fire, flood, labor dispute, natural calamity, acts of the government or other causes beyond its reasonable control. The parties are independent contractors. No agency, partnership or joint venture is created by this Agreement. LICENSEE may not assign or transfer this Agreement in whole or in part, including by operation of law, change of control, asset sale or merger without prior written consent of Schrödinger. Any assignment or transfer or attempt to assign or transfer this Agreement in violation of this provision is null and void and may constitute grounds for termination of the license. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, relating to the subject matter hereof. This Agreement may not be modified or altered except by written instrument duly executed by both parties. If any provision of this Agreement is deemed to be unenforceable, that provision shall be enforced to the maximum extent permitted to effect the parties' intentions hereunder, and the remainder of this Agreement shall continue in full force and effect. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder. Any notices hereunder shall be in writing to the receiving party's address set forth on the applicable PURCHASE ORDER or, if no address is set forth on the applicable PURCHASE ORDER, to the receiving party's headquarters as identified on its Web site. Notices shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, three (3) days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested; (iii) if by fax, upon receipt thereof as evidenced by fax confirmation; or (iv) if by next day delivery service, upon such delivery. Either party may change its address by giving written notice to the other party. This Agreement may be executed by facsimile or pdf format in any number of counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

8. MAINTENANCE RIDER

Provided that LICENSEE is subscribed to, and paid-up for, Schrödinger's maintenance services program, and is in compliance with the terms and conditions of the Agreement, Schrödinger shall provide Maintenance (as defined below), subject to the terms and conditions of the Agreement. Maintenance is included in the applicable license fees for non-perpetual licenses. Maintenance for one (1) year is included in the applicable license fees for perpetual licenses. Maintenance shall mean: (a) technical support by telephone and e-mail (during regular business hours, with no guaranteed response time), and (b) bug fixes and new releases/new versions (when and if they are made generally available to Schrödinger's other



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similarly situated customers, and which are hereby deemed part of the SOFTWARE); provided, however, that if the TERM is perpetual, new releases/new versions shall be at an additional charge. Notwithstanding anything to the contrary, Schrödinger shall have no obligation hereunder to provide Maintenance for corrections of difficulties or defects that are not reproducible or that are due to LICENSEE's computer hardware, third party software, environment, operating system or other causes external to the SOFTWARE, and Schrödinger shall have no obligation to provide Maintenance for SOFTWARE that has been modified from its standard form as provided by Schrödinger. Maintenance under this Agreement shall continue: (i) only so long as the hardware and software environment in which the SOFTWARE is installed is configured as specified in the SOFTWARE's documentation; and (ii) until termination or expiration of the Agreement for any reason or Schrödinger's discontinuation of Maintenance for the SOFTWARE or LICENSEE's installed version of the SOFTWARE, at Schrödinger's sole discretion. Notwithstanding anything to the contrary herein, LICENSEE shall be solely responsible for backing up the SOFTWARE and performing other basic maintenance as set forth in the SOFTWARE's documentation or instructions, which may be provided by Schrödinger from time to time. Schrödinger does not represent or warrant that Maintenance will remedy any problem with the SOFTWARE. Services provided by Schrödinger beyond the Maintenance provided hereunder shall be subject to additional fees. In no event shall Schrödinger's licensors be obligated to provide any maintenance, installation or support services of any kind.

9. TECHNOLOGY SERVICES RIDER

LICENSEE may purchase certain Technology Services (as further described in the applicable PRICE QUOTATION and/or Statement of Work). Provided LICENSEE is paid-up for such Technology Services and is in compliance with the terms and conditions of this Agreement, Schrödinger will use commercially reasonable efforts to perform the Technology Services. LICENSEE acknowledges and agrees that Schrödinger's ability to perform the Technology Services depends upon LICENSEE's fulfillment of its obligations, including reasonably cooperating with Schrödinger and providing Schrödinger with accurate information, and access to personnel, facilities, equipment and data in a reasonable and timely manner during the performance of the Technology Services. Schrödinger will not be responsible for any deficiency or delay in performing the Technology Services to the extent such deficiency or delay results from LICENSEE's failure to fulfill its obligations as set forth in this Agreement. Services provided by Schrödinger other than the Technology Services may be subject to additional fees. In no event shall Schrödinger's licensors be obligated to provide any Technology Services of any kind.

10. HOSTED SERVICES RIDER

If the applicable PRICE QUOTATION specifies that Schrödinger's hosted software as a service (the "Hosted Software Service") will be provided, then Schrödinger will make the Hosted Software Service available to LICENSEE in accordance with the terms and conditions set forth in the SCHRÖDINGER END USER AGREEMENT FOR HOSTED SOFTWARE, which terms are incorporated herein by reference and attached hereto as Schedule C. For clarity, Sections 1 through 9 above of this Agreement shall not apply to the Hosted Software Service.

11. NONDISCLOSURE

If Schrödinger is granted access to information that is confidential to LICENSEE solely for the purpose of supporting the SOFTWARE and/or performing any Technology Services ("Confidential Information"), Schrödinger shall hold LICENSEE's Confidential Information in confidence for the applicable TERM. Confidential Information hereunder shall be limited to confidential, proprietary information labeled as "confidential" or which a reasonable person would know constitutes confidential, proprietary information. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to Schrödinger prior to its receipt from LICENSEE; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; (iv) can be shown by documentation to have been developed by Schrödinger without reference to any Confidential Information; or (v) that Schrödinger becomes legally obligated to disclose to a governmental entity with jurisdiction over it; provided that Schrödinger will give LICENSEE prompt written notice to allow LICENSEE to seek a protective order or other appropriate remedy. Notwithstanding any other provision of this Agreement to the contrary, Schrödinger may disclose the Confidential Information of the Licensee to those of its auditors, investors, potential investors, attorneys and similar persons of each party who have a need to know for purposes of compliance, diligence, audits and similar activities; provided however that any such persons are bound by obligations of confidentiality in connection with any disclosure of the terms of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement as of the date first set forth above.





Univerzita Hradec Králové

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SCHEDULE A – PRICE QUOTATION

SCHRÖDINGER.

Schrödinger, LLC
101 SW Main Street, Suite 1300
Portland, OR 97204
Phone: +1 503 299-1150
Fax: +1 503 299-4532

Price Quotation: 40211

Date: 29-October-2019

Offer Expires: 29-November-2019

Payment Terms: Net 30

Licensee: University Hospital Hradec Kralove

Account Manager: [REDACTED]

Quantity	Item	Term	Amount
	Flat Rate Suite		
50	Tokens for interchangeable library including AutoQSAR, Canvas, ConfGen, Core Hopping, Desmond GPU, Epik, Field-based QSAR, Glide, Impact, Jaguar, Jaguar pKa, LigPrep, MacroModel, P450 SOM Prediction, Phase, Shape Screening, Prime, PrimeX, QikProp, QSite, SiteMap, Strike, XP Visualizer	1 year from date of delivery	
30	Desmond GPU Floating Licenses	1 year from date of delivery	
50	Glide Floating Licenses	1 year from date of delivery	
20	LigPrep Floating Licenses	1 year from date of delivery	
50	Prime Floating Licenses	1 year from date of delivery	
	Subtotal		11,500.00
1	Maestro Access License	1 year from date of delivery	0.00
1	KNIME Access License	1 year from date of delivery	0.00
1	OPLS3 Force Field Access License	1 year from date of delivery	0.00
	Total		USD 11,500.00

- Software shall be installed solely on machines located at Licensee's facilities in Hradec Kralove, Czech Republic.
- To accept this Price Quotation, please e-mail or fax a Purchase Order to your Account Manager no later than the expiration date above. For details on payment methods and order processing, please see schrodinger.com/salespolicies.
- **Please include our Price Quotation number (40211) on your Purchase Order.**
- Payment Methods: Bank Wire Transfer or Check.
- Payment information for wire transfer:
Bank: US Bank, 555 SW Oak Street, Suite 400 Portland, OR 97204
Account name: Schrodinger, LLC
Account number: 153691371725
Bank routing number: 123000220
SWIFT Code: USBKUS44IMT
- Licensee's use of the Items above is governed by the terms and conditions of the Schrödinger End User License Agreement available online at schrodinger.com/salesagreements and which are incorporated herein by reference (the 'Agreement').
- This Price Quotation, together with the SOW (if any), Purchase Order, and the Agreement, constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, concerning its subject matter. In the event of any inconsistency among this Price Quotation, the SOW (if any), Purchase Order, and the Agreement, the controlling provisions shall be determined by reference to the following order: (i) SOW (if any), (ii) Price Quotation, (iii) Agreement and (iv) Purchase Order.

Quote # 40211 Page 1 of 2



EVROPSKÁ UNIE
Evropské strukturální a investiční fondy
Operační program Výzkum, vývoj a vzdělávání



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**SCHEDULE B – DEFINITIONS****I. License Terms**

License Term	Meaning
Access License	An Access License means a license to use Software subject to a specified limitation at a particular geographic location as follows. One (1) Access License to each of the following Software products provides for the number of Instances as follows: Knime (50 Instances); BioLuminate Small Tier (10 Instances); BioLuminate Medium Tier (25 Instances); BioLuminate Large Tier (50 Instances); OPLS 3 (1 Instance), Maestro (1000 Instances); FFBuilder (1 Instance).
Casual User License	A Casual User License means a License to use Software under a Seat License except that support inquiries are to be coordinated with a Power User licensee.
Department License	A Department License means a license for all users within a single academic department.
Developer License	A Developer License means a License in which the User is provided access to source code of Software.
Floating License	A Floating License means a concurrent license that allows use of the applicable Software to run a number of Jobs equivalent to the number of Floating Licenses purchased for the applicable Software.
Job or Instance	A Job or Instance means a single incident of Software executing on a single processor core. Notwithstanding the foregoing, each Floating License to Jaguar allows for a Job to run on an unlimited number of processor cores simultaneously; each Floating License to Desmond allows for a Job to run on up to 32 processor cores simultaneously; each Floating License to Desmond GPU allows for a Job to run on no more than 1 GPGPU; each Floating License to FEP+ allows for a Job to run on no more than 1 GPGPU. Each Project License to WaterMap Core allows simultaneous execution of 4 WaterMap Core Jobs. Each Project License to WaterMap Utilities allows simultaneous execution of WaterMap Utilities across 32 processor cores. Each Floating License to WaterMap Core allows simultaneous execution of 1 WaterMap Core Job. Each Floating License to WaterMap Utilities allows simultaneous execution of WaterMap Utilities across 8 processor cores.
Laboratory & Classroom License	A Laboratory & Classroom License means a license for one researcher/instructor and his/her students.
On Demand License	An On Demand License means a license to run the applicable Software (a) for up to a specified quantity of CPU Hours or GPGPU Hours or (b) on up to a specified quantity of Compounds, in each case as specified in the applicable PRICE QUOTATION. Licensee shall not be given any refund or credit if Licensee uses less than the purchased quantity of CPU Hours, GPGPU Hours or Compounds during the a TERM specified in the applicable PRICE QUOTATION. Licensee is required to access Schrödinger's cloud license server for purposes of usage monitoring. Provision and maintenance of such server shall be at Schrödinger's sole cost and expense. As used herein, a single "Compound" is defined as any distinct chemical entity. For example, each tautomer, ionization state and stereoisomer is a separate compound and counted as one (1) Compound. A maximum of two (2) perturbations is permitted per Compound. A "GPGPU Hour" is defined as one (1) hour of compute time on one (1) GPGPU. A "CPU Hour" is defined as one (1) hour of compute time on one (1) CPU.
Node-locked License	A Node-locked License means a license to use the Software on a specified computer.
Professional License	A Professional License means a Seat License for Licensees of PyMOL, AXPYMOL and/or JYMOL.
Project License	A Project License means that the use of Software is limited to a single designated research project identified in the applicable Price Quotation. For WaterMap licenses, a Project is defined as a primary target in a therapeutic area or includes ability to investigate orthologs or mutations. In addition, a Project may include a small number of mutually agreed "off-targets" within the scope of the Project as long as these studies are conducted exclusively in the context of designing selective inhibitors for the primary target.





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Power User License

A Power User License means a license in which the User is empowered to act on behalf of itself and those with Casual User Licenses for support inquiries.

Qualified Non-Commercial User

A Qualified Non-Commercial User is a student enrolled at an accredited higher education institution, a faculty or staff member employed by an accredited higher education institution or an employee of a not-for-profit organization or government agency.

Seat License

A Seat License means the ability for one (1) authorized user of Licensee to use the Software under the terms and conditions of the End User License Agreement and the applicable Price Quotation for the Term set forth therein. A License may not be shared or used concurrently among different users.

Server License

A Server License means that Licensee may install Software on one (1) license server at one (1) site for use by an unlimited number of end users.

Site License

A Site License means a license to run unlimited instances of the Software at a single specified customer site.

Subnet License

A Subnet License means a license to use the Software on computers in a specified IP subdomain.

Token

A Token is a measure used to describe Licensee's use of any Instance of the Software at a given time. Each use or running of a Job using Software at a given time shall count as a certain number of Tokens, as determined, measured and administered by license management program mechanisms provided as part of the Software. Within a Token Library, a Token is interchangeable and permits usage and access to and among Software.

The following number of Tokens are required to run a Job within various elements of the Software:

Canvas (1), CombiGlide (5), ConfGen (3), Core Hopping (5), Desmond (0.5), Desmond GPU (16), Field-based QSAR (5), Epik (1), Glide (5), Impact (1), Jaguar (2), Jaguar pKa (3), LigPrep (1), MacroModel (2), MCPPro+ (1), Membrane Permeability (8), MINTA (3), MS Combi (5), OPLS3 (1), QikProp (2), QSite (4), P450 SOM Prediction (8), Phase (5), PIPER (1), Prime (8), PrimeX (8), Shape Screening (1), SiteMap (1), Strike (1), XP Visualizer (1), GA Optoelectronics (1)

Token Library

A Token Library means a collection of Software accessible to a User by the User's application of the Tokens attributable to any particular Software program in the Library.

User License

A User License means a single individual authorized to access Software and to use the results generated in another interactive software application (which does not include, by way of example, static electronic documents or printed material or scientific or technical publications). For avoidance of doubt, if one User accesses Software and a different User uses the results generated from that User in another interactive software application, two (2) User Licenses are required.

II. Miscellaneous

- A. If Licensee is domiciled in India, Pakistan, Sri Lanka or Bangladesh, all references to "Schrödinger" in the End User License Agreement, applicable Price Quotation and any Purchase Order shall mean Schrödinger, Inc.
- B. If Licensee is a university, non-profit or other similar institution, Licensee shall be subject to the following usage limitations:
 - i. Only a Qualified Non-Commercial User may use the Software;
 - ii. The Software may only be used at the geographical location of the accredited higher education institution;
 - iii. The Software may only be used for academic or research purposes and cannot be used for any project that supports, or is supported by, commercial efforts or a commercial enterprise, provided that this restriction shall not apply to basic research projects supported by a commercial enterprise where such commercial enterprise has no commercial or proprietary interest or rights in the outcome of such basic research; and
 - iv. any results or discoveries generated using the Software are to be publicly disclosed and may not be kept confidential or proprietary, and such results or discoveries should be made available in the public domain without restriction. Use of the Software for commercial purposes, or to maintain the confidentiality of results or discoveries requires that Licensee pay for an upgrade of its Non-Commercial License to a full commercial license on terms mutually agreeable to Licensee and Schrödinger.
- C. With respect only to the licenses granted by Schrödinger to the Seurat software, the following additional terms and conditions apply:
 - i. Licenses to any one or more of the following ChemAxon proprietary software is sold on a "Server License" basis: Fragmenter, Reactor, Standardizer or Structure Checker.





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- ii. Licenses to any one or more of the following ChemAxon proprietary software is sold on a “User License” basis: Property Predictors; Markush Search; Document to Structure; and Structure to Name.
 - iii. Section 1.2 (“License Management Software”) of the End User License Agreement and all references to “license keys” therein shall not apply (Licensee will be assigned a password for purposes of, among other things, downloading Seurat and bug fixes; Licensee shall be responsible for protecting the confidentiality and security of such password).
 - iv. For purposes of the applicable Price Quotation and the End User License Agreement, “Software” includes certain of ChemAxon LLC’s (“ChemAxon”) proprietary tools. Except for Fragmenter, Reactor, Standardizer, Structure Checker, Property Predictors, Markush Search, Document to Structure and Structure to Name, any ChemAxon proprietary software included with Seurat may only be used in conjunction with Seurat.
- D. With respect only to the licenses granted by Schrödinger to the BioLuminate software, the following additional terms and conditions apply:
- i. If a license(s) to PIPER is granted, one (1) PIPER license allows simultaneous execution of PIPER across 1 processor core.
- E. With respect only to the licenses granted by Schrödinger to the WaterMap software, the following additional terms and conditions apply:
- i. Upon purchasing WaterMap licenses, Licensee will be provided with licenses of the applicable Term, whereby the access to WaterMap will require entering a code (e.g., “COMPANY_Project_1A”).
 - ii. Licensee agrees that by entering code COMPANY_Project_1A, use of WaterMap will be restricted to a single project designated “Project 1A”.
 - iii. If within one month of the start of the applicable Term, Licensee determines that the calculated hydration sites for the target do not provide any valuable insights in the design of compounds, upon providing written documentation in non-confidential terms of the results obtained, Licensee will be permitted to switch the initial project for a new project. Upon written confirmation by Schrödinger, Licensee will be able to access WaterMap for a different project from the one originally selected and will enter a new code (e.g., COMPANY_Project_1B).
 - iv. Should Licensee switch the initial project, Licensee agrees to erase all data generated in the course of the application of WaterMap to the initial project from Licensee's computer systems (both local or hosted by a third party), including back-up copies or stating in writing that no data generated with WaterMap and saved in back-up copies will be used.
 - v. For the purposes of a WaterMap Core or WaterMap Utility Project License, a project is defined in the following way:
 - Primary target in a therapeutic area
 - Includes ability to investigate orthologs, mutations (in the case of viral targets), or SNPs
 - vi. Upon review, Schrödinger will agree to include a small number of “off-targets” within the scope of a project as long as these studies are conducted exclusively in the context of designing selective inhibitors for the primary target.



SCHEDULE C - SCHRÖDINGER END USER AGREEMENT FOR HOSTED SOFTWARE SERVICE

This is an end user agreement (“HOSTED SERVICE AGREEMENT”) between Schrödinger, LLC or Schrödinger, Inc. and you, the individual or entity that has ordered Schrödinger’s hosted software as a service (such individual or entity, “You” or “LICENSEE” and such service, the “Hosted Software Service”). If you are domiciled in India, Pakistan, Sri Lanka or Bangladesh (the “Specified Countries”), this Hosted Service Agreement is between You and Schrödinger, Inc. If You are not domiciled in any of the Specified Countries, this Hosted Service Agreement is between You and Schrödinger, LLC. The applicable entity is hereinafter referred to as “Schrödinger.” If You use Schrödinger’s Hosted Software Service, You, on behalf of the entity identified on the purchase order submitted to, and accepted by, Schrödinger (the “PURCHASE ORDER”), shall be deemed to have, accepted the terms and conditions of this Hosted Service Agreement. You hereby represent and warrant that You are authorized to bind to this Hosted Service Agreement the entity or individual identified in the applicable PURCHASE ORDER. If You do not agree to these terms and conditions, You are not authorized to use the Hosted Software Service. Terms of a PURCHASE ORDER that contradict or add terms to this Hosted Service Agreement or the applicable PRICE QUOTATION are not binding. In the event of any inconsistency among the applicable PRICE QUOTATION, a PURCHASE ORDER, and this Hosted Service Agreement, the controlling provisions shall be determined by reference to the following order: (1) PRICE QUOTATION, (2) this Hosted Service Agreement, (3) PURCHASE ORDER. See Exhibit 1 to this HOSTED SERVICE AGREEMENT for definitions of capitalized terms used in the applicable PRICE QUOTATION that are not defined therein.

1. RIGHTS GRANTED

1.1 Grant of Rights. Subject to the terms and conditions of this Hosted Service Agreement and the applicable price quotation setting forth other terms including Your payment of the applicable Hosted Software Service fees (the “Price Quotation”), Schrödinger hereby grants You a limited, non-exclusive, internal-use-only, non-transferable, non-assignable, royalty free, right to access and use the Hosted Software Service solely for Your internal business purposes, during the term identified on the applicable PRICE QUOTATION, as applicable (the “TERM”). You may allow Your Users to access and use the Hosted Software Service for these purposes only and are solely responsible for Your Users’ compliance with all terms and conditions applicable to the Hosted Software Service. Upon the conclusion of the applicable TERM, Your right to access or use the Hosted Software Service specified in the applicable Price Quotation shall terminate. As used herein a “User” is defined as an individual within Your organization who is authorized to use the Hosted Software Service on Your behalf.

1.2 Restrictions. You shall not directly or indirectly: (i) modify, translate, adapt, create derivative works from or disassemble, reverse compile, decompile or reverse engineer the Hosted Software Service or any software that is part of the Hosted Software Service, or any portion thereof, (ii) license, rent, lease, loan, sell, transfer, assign, publish, display, distribute, host, outsource, disclose or make the Hosted Software Service, or any portion thereof, available to third parties or use the Hosted Software Service, or any portion thereof, in a service bureau, time-sharing or outsourcing service or otherwise commercially exploit the Hosted Software Service, or any portion thereof, for the benefit of third parties, (iii) remove or alter any proprietary rights notices or software markings in the Hosted Software Service or any part thereof or (iv) disclose or otherwise make available, without Schrödinger’s prior written approval, the Hosted Software Service or any Schrödinger software, or any code, information or materials contained in or related to the Hosted Software Service, analysis or performance information, results of the Hosted Software Service performance benchmarks or documentation to any entity (except to Your employees having a need to know for purposes of authorized use hereunder and who are informed in writing of the obligations of this section) or use any of the foregoing other than as expressly authorized hereunder. You shall notify Schrödinger immediately of any actual or imminent unauthorized access to, or use or disclosure of, any of the foregoing. You recognize that the unauthorized use or disclosure of any of the foregoing will give rise to irreparable injury to Schrödinger and/or its licensors, affiliates and third party providers for which monetary damages may be an inadequate remedy; and You agree that Schrödinger or its licensors, affiliates or third party providers may seek and obtain injunctive relief against the breach or threatened breach of Your obligations hereunder, in addition to any other legal and equitable remedies which may be available.

The rights granted to You under the Hosted Service Agreement are conditioned on the following: (i) the login and password information of any User authorized to use the Hosted Software Service cannot be shared or used by anyone other than such authorized User and (ii) You agree to make every reasonable effort to prevent unauthorized use of the Hosted Software Service.

Schrödinger shall have the right to audit Your use of the Hosted Software Service to ensure compliance with the terms of this Hosted Service Agreement, any applicable Price Quotation and any applicable third party hosting provider terms and conditions.

1.3 Export Controls. The Hosted Software Service, and the source code and technology related thereto, are subject to the U.S. Export Administration Regulations (“EAR”), U.S. sanctions administered by the Office of Foreign Assets Control (“OFAC”) and, to the extent used in performance of military or defense services, the International Traffic in Arms Regulations





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("ITAR"). You represent and warrant that You are not a national or resident of any country subject to U.S. export restrictions, including but not limited to Cuba, Iran, North Korea, Syria, and Sudan. You agree to comply with all applicable laws, rules or regulations (except to the extent inconsistent with the laws of the United States) and will not directly or indirectly sell, provide, transfer, export, reexport, divert, loan, lease, consign, release to a foreign national, or otherwise dispose of (x) the Hosted Software Service, (y) any source code or technology related thereto and/or (z) any technical data used in connection with or generated by the Hosted Software Service in violation of the EAR, U.S. sanctions laws administered by OFAC, ITAR regulations or any other applicable law, rule or regulation of any jurisdiction.

1.4 Third Party Hosting Provider. Schrödinger's provision of the Hosted Software Service is subject to the terms and conditions of Schrödinger's third party hosting provider, and such terms and conditions may change during the applicable TERM. You acknowledge and agree that if such third party hosting provider terms change, modifications to Your Hosted Software Service and the terms of this Hosted Service Agreement may be necessary. You also acknowledge and agree that such third party hosting provider may perform scheduled or unscheduled repairs or maintenance, or Schrödinger may remotely patch or upgrade the Schrödinger software installed on its systems, which may temporarily degrade the quality of the Hosted Software Service or result in partial or complete outage of the Schrödinger software that is part of the Hosted Software Service. Any such degradation or interruption shall not give rise to a refund or credit of any fees paid by You. Schrödinger shall use commercially reasonable efforts to notify You of any changes to the Hosted Software Service.

1.5 Trial Use of the Hosted Software Service. You may order the Hosted Software Service for trial nonproduction purposes subject to the terms and conditions of this Hosted Service Agreement. When provided on a trial basis the Hosted Software Service is provided "as is" and Schrödinger does not offer any warranties of any kind for such Hosted Software Service.

2. TERMINATION

Schrödinger shall have the right to immediately terminate this Hosted Service Agreement with no refund: (a) for a material breach of this Hosted Service Agreement by You (including, without limitation, Your failure to meet Your payment obligations under the applicable PRICE QUOTATION), or (b) if You become insolvent or are unable to pay Your debts as due, enter into or file (or have filed or commenced against You) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of Your assets to another person or entity. Schrödinger shall have the right to terminate this Hosted Service Agreement upon written notice to You in the event of the termination of a third party license to code that is included in the Hosted Software Service or termination of third party hosting services used in connection with the Hosted Software Service, provided that, in the event of any such termination of this Hosted Service Agreement, Schrödinger shall refund any Hosted Software Service fees paid by You hereunder on a pro rata basis depending on the portion of the TERM that has passed as of the date of termination of this Hosted Service Agreement. In the event of termination or expiration of this Hosted Service Agreement for any reason, You shall discontinue all use of the Hosted Software Service. Notwithstanding the foregoing, Sections 1.2(iv), 2, 3, 5, 6 and 8 shall survive the expiration or termination hereof for any reason.

3. OWNERSHIP RIGHTS

You acknowledge that the Hosted Software Service and Schrödinger software that is part of the Hosted Software Service are the sole and exclusive property of, and are valuable, confidential and proprietary to, Schrödinger or its licensors, including, without limitation, all rights to patents, copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights inherent therein or appurtenant thereto, in all media now known or hereinafter developed, and You shall protect the foregoing to at least the same extent that You protect Your own confidential and proprietary information, but in any case, no less than reasonable protection. You are not purchasing title to the Hosted Software Service or any software that is part of the Hosted Software Service, but rather are being granted only the right to access and use the Hosted Software Service subject to the terms set forth herein. All rights not expressly granted by Schrödinger under this Hosted Service Agreement are hereby reserved. You agree that Schrödinger may identify You as a recipient of the Hosted Software Service and use Your logo in sales presentations, marketing materials and press releases. You shall inform Schrödinger promptly in writing of any alleged or actual infringement of Schrödinger's, its licensors' or its third party hosting providers' rights, of which You become aware, and of any available evidence thereof.

You retain all ownership and intellectual property rights in and to Your content including Your data residing in the Hosted Software Service environment. In connection with Schrödinger's provision of the Hosted Software Service, it may be necessary for Schrödinger to obtain, receive, or collect your data. In such cases, You grant Schrödinger a non-exclusive, worldwide, royalty-free, non-revocable license to use, compile, distribute, display, store, process, or reproduce Your data solely to facilitate Schrödinger's provision of the Hosted Software Service to You. You also grant Schrödinger the right to copy, monitor and maintain such data during the TERM for backup purposes and to facilitate providing You with the Hosted Software Service. Additionally, Schrödinger may collect and store analytic data based on Your use of the Service (e.g. application response times, sequence of how users interact with the software, etc.) in an anonymous manner not attributable to You specifically. You also grant Schrödinger the right monitor and use such data in connection with its internal business purposes (including, without limitation, maintaining and improving the Service).





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You represent and warrant that You have obtained all rights, permissions, and consents necessary to use and transfer the data within and outside of the country in which You are located in conjunction with Schrödinger's provision of the Hosted Software Service or Your use of Schrödinger software that is part of the Hosted Software Service.

4. REPRESENTATIONS AND LIMITED WARRANTY

Schrödinger warrants that the Hosted Software Service will perform substantially in accordance with the accompanying documentation for a period of thirty (30) days from the commencement of the applicable TERM. Schrödinger's sole and exclusive obligation and liability for any breach of the foregoing warranty shall be, in Schrödinger's sole discretion: (i) to repair the Hosted Software Service; or (ii) to refund any fees paid by You for the Hosted Software Service. In no event shall the warranty herein apply to difficulties or defects that are due to Your computer hardware, third party software, environment, operating system or other causes external to the Hosted Software Service. Schrödinger does not warrant that the Hosted Software Service will operate uninterrupted or error-free or meet Your particular requirements. EXCEPT AS SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCHRÖDINGER AND ITS AFFILIATES, LICENSORS AND THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, CORRECTNESS, USE OR APPLICATION, ADEQUACY AND SUITABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT SCHRÖDINGER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SCHRÖDINGER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

You represent and warrant that You have sufficient rights to Your content (including data) residing in Your Hosted Software Service environment. You further represent and warrant that You shall use the Hosted Software Service in accordance with all applicable laws, rules and regulations and shall not use the Hosted Software Service or permit use of the Hosted Software Service, for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful or offensive. Without limiting the generality of the foregoing, You may not upload content or use the Hosted Software Service to engage in activities that infringe or misappropriate the intellectual property or proprietary rights of others or activities that may damage, interfere with, surreptitiously intercept or expropriate any system, program, or data including viruses, Trojan horses, worms, time bombs or cancelbots. Violation of any of the foregoing representations and warranties constitutes a material breach of this Hosted Service Agreement resulting in immediate termination of the Hosted Software Services.

5. INDEMNITY

You will, at Your own expense, indemnify, defend and hold harmless Schrödinger, its affiliates, licensors, and third party providers and their respective directors, officers, trustees, students, employees and agents, from and against any action, damages, suits, claims, liabilities, costs and expenses (including reasonable attorneys' fees) based on a claim arising from or relating to this Hosted Service Agreement or Your use of the Hosted Software Service including without limitation Your breach of any of the terms and conditions and representations and warranties hereunder. The indemnified party shall have the exclusive right to control such defense. In no event shall You settle any such claim, lawsuit or proceeding in any manner that prejudices the indemnified party's rights without the indemnified party's prior written approval.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SCHRÖDINGER, ITS AFFILIATES, LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST BUSINESS OR PROFITS, LOSS OF DATA OR CONTENT OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICE OR THE PROVISION OF OR FAILURE TO PROVIDE MAINTENANCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SCHRÖDINGER'S AND ITS AFFILIATES' ENTIRE AGGREGATE LIABILITY UNDER OR RELATING TO THIS HOSTED SERVICE AGREEMENT, FOR ANY REASON(S) AND UPON ANY CAUSE(S) OF ACTION WHATSOEVER, SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY YOU FOR THE USE OF THE SERVICE. NO LICENSOR OR THIRD PARTY PROVIDER OF SCHRÖDINGER SHALL HAVE ANY LIABILITY TO YOU FOR LOSS OR DAMAGES ARISING OUT OF THIS HOSTED SERVICE AGREEMENT OR THE SERVICE.

7. NONDISCLOSURE





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In connection with the Hosted Software Service and this Hosted Service Agreement, a party may have access to information that is confidential to the other party (“Confidential Information”). You acknowledge that Schrödinger may need to permit access to Your Confidential Information residing in Your Hosted Software Service environment to certain of its employees, representatives, consultants, officers, directors and third party providers (“Representatives”) solely for purposes of meeting Schrödinger’s obligations to You hereunder. Confidential Information hereunder shall be limited to the terms and pricing under the Hosted Service Agreement, Your content and data residing in the Hosted Software Service environment, and all information clearly identified as confidential at the time of disclosure. Notwithstanding any other provision of this Agreement to the contrary, Schrödinger may disclose Your Confidential Information to those of its auditors, investors, potential investors, attorneys and similar persons of each party who have a need to know for purposes of compliance, diligence, audits and similar activities; provided however that any such persons are bound by obligations of confidentiality in connection with any disclosure of the terms of this Agreement.

A party’s Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Hosted Service Agreement; (ii) can be shown by documentation to have been known to the receiving party prior to its receipt from the disclosing party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; (iv) can be shown by documentation to have been developed by the receiving party without reference to any Confidential Information; or (v) that the receiving party becomes legally obligated to disclose to a governmental entity with jurisdiction over it; provided that the receiving party will give the disclosing party prompt written notice to allow the disclosing party to seek a protective order or other appropriate remedy. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order. The receiving party will disclose only such information as is legally required.

The parties agree to hold each other’s Confidential Information in confidence for the applicable TERM. Each party agrees to disclose Confidential Information of the other party only to those Representatives who are required to protect it against unauthorized disclosure in a manner no less protective than under this Hosted Service Agreement. Schrödinger will protect the confidentiality of Your content and data residing in the Hosted Software Service environment in accordance with industry-standard security practices and subject to the security policies of its third party hosting provider.

8. GENERAL

This Hosted Service Agreement and its enforcement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts-of-law principles. The exclusive venue for any action relating to this Hosted Service Agreement shall be the state and federal courts situated in the State of New York, County of New York, and each party expressly consents to the jurisdiction of such courts. Neither party shall be liable for failure to perform an obligation under this Hosted Service Agreement where such failure is due to fire, flood, labor dispute, natural calamity, acts of the government or other causes beyond its reasonable control. The parties are independent contractors. No agency, partnership or joint venture is created by this Hosted Service Agreement. This Hosted Service Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, relating to the subject matter hereof. This Hosted Service Agreement may not be modified or altered except by written instrument duly executed by both parties. If any provision of this Hosted Service Agreement is deemed to be unenforceable, that provision shall be enforced to the maximum extent permitted to effect the parties’ intentions hereunder, and the remainder of this Hosted Service Agreement shall continue in full force and effect. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder. Any notices hereunder shall be in writing to the receiving party’s address set forth on the applicable PURCHASE ORDER or, if no address is set forth on the applicable PURCHASE ORDER, to the receiving party’s headquarters as identified on its Web site. Notices shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, three (3) days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested; (iii) if by fax, upon receipt thereof as evidenced by fax confirmation; or (iv) if by next day delivery service, upon such delivery. Either party may change its address by giving written notice to the other party.

9. TECHNOLOGY SERVICES RIDER

You may purchase certain Technology Services (as further described in the applicable PRICE QUOTATION and/or Statement of Work). Provided You are paid-up for such Technology Services and in compliance with the terms and conditions of this Agreement, Schrödinger will use commercially reasonable efforts to perform the Technology Services. LICENSEE acknowledges and agrees that Schrödinger’s ability to perform the Technology Services depends upon your fulfillment of your obligations, including reasonably cooperating with Schrödinger and providing Schrödinger with accurate information, and access to personnel, facilities, equipment and data in a reasonable and timely manner during the performance of the Technology Services. Schrödinger will not be responsible for any deficiency or delay in performing the Technology Services to the extent such deficiency or delay results from your failure to fulfill your obligations as set forth in this Agreement. Services provided by Schrödinger other than the Technology Services may be subject to additional fees. In no event shall Schrödinger’s licensors be obligated to provide any Technology Services of any kind.

[Maintenance Rider]

Provided that You are subscribed to, and paid-up for, Schrödinger’s maintenance services program, and are in compliance with the terms and conditions of the Hosted Service Agreement, Schrödinger shall provide Maintenance (as defined below),





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subject to the terms and conditions of the Hosted Service Agreement. Maintenance shall mean: (a) technical support by telephone and e-mail (during regular business hours, with no guaranteed response time), and (b) bug fixes and new releases/new versions (when and if they are made generally available to Schrödinger's other similarly situated customers, and which are hereby deemed part of the Hosted Software Service). Notwithstanding anything to the contrary, Schrödinger shall have no obligation hereunder to provide Maintenance for corrections of difficulties or defects that are not reproducible or that are due to Your computer hardware, third party software, environment, operating system or other causes external to the Hosted Software Service. Maintenance under this Hosted Service Agreement shall continue until termination or expiration of the Hosted Service Agreement for any reason or Schrödinger's discontinuation of Maintenance, at Schrödinger's sole discretion. Schrödinger does not represent or warrant that Maintenance will remedy any problem with the Hosted Software Services. Hosted Software Services provided by Schrödinger beyond the Maintenance provided hereunder shall be subject to additional fees. In no event shall Schrödinger's licensors or third party hosting providers be obligated to provide any maintenance, or support services of any kind.

EXHIBIT 1 – DEFINITIONS

I. Additional Terms

1. If You are domiciled in India, Pakistan, Sri Lanka or Bangladesh, all references to “Schrödinger” in the Hosted Service Agreement, applicable Price Quotation and any Purchase Order shall mean Schrödinger, Inc.
2. During the Hosted Software Service Term, only one User may be assigned to each User seat. A User log-in and password to the Hosted Software Service may not be shared.
3. The Hosted Software Service is hosted on Amazon Web Services, Inc. (“Amazon”) servers pursuant to a Web services agreement between Schrödinger and Amazon.
4. Your right to access the Hosted Software Service may include access to certain ChemAxon LLC proprietary tools. Any ChemAxon LLC proprietary software accessed through the Hosted Software Service may only be used in conjunction with such Hosted Software Service.

