



GENEBIO LICENSE AGREEMENT FOR COMMERCIAL USERS OF THE SIB LICENSED DATABASES

IMPORTANT

Please read this Agreement and the relevant information concerning GeneBio and the SIB Licensed Databases contained on GeneBio web pages (<http://www.genebio.com/legal.html>) carefully before you subscribe to the License Agreement. YOU WILL BE LEGALLY BOUND BY THIS AGREEMENT AND THIS INFORMATION, AND AUTHORIZED TO ACCESS THE LICENSED DATABASES WHEN GENE BIO RECEIVES YOUR SUBSCRIPTION.

GLOSSARY

Academic Users means the users of the **SIB Licensed Databases** who are associated with an academic or non-profit institution and whose use of the **SIB Licensed Databases** does not directly or indirectly involve a commercial purpose.

Bioinformatics Providers, when applicable, means any user with the exception of the **Academic Users** whose main purpose is to distribute products to customers and/or provide services including or using all or part of the **SIB Licensed Databases**.

Commercial End-Users means any user with the exception of the **Academic Users** who uses the **Licensed Databases** for internal purposes without any right to redistribute them to third parties.

Commercial Users means any user who qualifies as a **Commercial End-User** or **Bioinformatics Provider**.

Customers, if applicable, means clients who use products/services of the **Bioinformatics Providers** including or using all or part of the **SIB Licensed Databases**.

GeneBio means Geneva Bioinformatics (GeneBio) SA, a company incorporated under Swiss law whose office is at: c/o SIB Swiss Institute of Bioinformatics, CMU - Rue Michel-Servet 1. 1211 Geneva 4. Switzerland

Information means all information and other contents contained in the **Licensed Databases**.

Licensed Databases means the databases to which you subscribe as indicated in Annex B of the Agreement.

License Fees means the fixed net fees payable for accessing the **Licensed Databases** as detailed in Annex A.

SIB means the SIB Swiss Institute of Bioinformatics.

SIB Licensed Databases means the databases as described in Annex A of which **GeneBio** has an exclusive right of commercialization.

Subscription means the ratification and specification of your needs by the user or by the authorized company representative in the Agreement and its Annexes.

1. Subscription

- a) As **Commercial End-User** and/or **Bioinformatics Providers**, you will subscribe to one or more of the **SIB Licensed Databases** and agree to be bound by this Agreement by (i) signing this Agreement, (ii) completing the Annex B and (iii) returning them to **GeneBio** by mail or by fax.
- b) Any change to your **Subscription** should be notified to **GeneBio** immediately.
- c) Any use of, or access to one or more of the **SIB Licensed Databases** by a **Commercial End-User** and/or **Bioinformatics Provider** is subject to **Subscription** to the present Agreement.

2. License

2.1. Commercial End-User license

- a) If you qualify as a **Commercial End-User** and pay the applicable **License Fees**, **GeneBio** grants you a yearly non-exclusive and non-transferable license to access the **Licensed Databases** for your internal use only.
- b) You specifically acknowledge that you must not process or redistribute to any third party in any form whatsoever in part or in whole the **Licensed Databases**.

2.2. Bioinformatics Provider license

- a) If you qualify as a **Bioinformatics Provider** and pay the applicable **License Fees**, **GeneBio** grants you a yearly non-exclusive and non-transferable license to access the **Licensed Database(s)** so as to include it/them, in whole or in part, in your products/services for distribution to your **Customers**. Any internal usage not related to the development of your product/service will necessitate an additional subscription to the GENE BIO LICENSE AGREEMENT FOR COMMERCIAL END-USERS OF THE SIB LICENSED DATABASES
- b) You specifically acknowledge that your **Customers** will subscribe to the GENE BIO LICENSE AGREEMENT FOR COMMERCIAL END-USERS OF THE SIB LICENSED DATABASES.
- c) If you qualify both as **Bioinformatics Provider** AND **Commercial End-User**, you will have to conclude a license for each activity.

3. Payment

- a) Upon reception by **GeneBio** of your **Subscription** to the **Licensed Databases**, the applicable **License Fees** will be invoiced to your billing address.
- b) The **License Fees** will be invoiced annually, in advance, according to the information indicated in Annex B.
- c) You will execute payment of the **License Fees** within 30 days from your receipt of the corresponding invoice.
- d) All payments shall be made in accordance with **GeneBio's** instructions according to Annex B.

4. Obligations of the Bioinformatics Providers

- a) To ensure that your **Customers** comply with their obligations to subscribe to the GENE BIO LICENSE AGREEMENT FOR COMMERCIAL END-USERS OF SIB LICENSED DATABASES, you will have the obligation (i) to inform your **Customers** of their duty to subscribe to the said agreement and (ii) to provide us upon **Subscription** with the list of the **Customers** of your services/products including or using all or part of the **SIB Licensed Databases**.
- b) Thereafter, you will have to inform us at the end of each calendar quarter of any change in your **Customers'** list.
- c) You commit yourself not to change in any manner the content, form and/or presentation of the **Licensed Databases** when included in your products and/or services without the written permission of the **SIB**.

5. Liability and indemnity

- a) You have read and understood the legal disclaimer included in **GeneBio** web page concerning the use of the **SIB Licensed Databases**.
- b) **GeneBio** will not be liable for any direct loss, damage or expense suffered by you, your **Customers** or any third party, arising out of the use of the **Licensed Databases** (including any error in the information) or any transaction made in connection with the **Licensed Databases**, unless caused by **GeneBio** with willful misconduct or gross negligence.
- c) **GeneBio** will not be liable for any special, indirect or consequential loss or damage, however caused (including modification or interruption of release of the **SIB Licensed Databases**).

6. Intellectual property rights and confidentiality

- a) The names of the **SIB Licensed Databases** are trademarks of the **SIB Swiss Institute of Bioinformatics** and/or of the **SIB** partners.
- b) **GeneBio** is the exclusive agent of the **SIB Licensed Databases** for **Commercial Users** and has the exclusive right to distribute the **SIB Licensed Databases** including the intellectual property rights.
- c) By subscribing to the Agreement and using the **Licensed Databases**, you do not acquire any intellectual property right to the **Licensed Databases**, except as expressly set forth herein.

7. Termination

- a) Your **Subscription** is valid for one year. In the absence of any termination notice by either party, it will automatically be renewed for successive yearly terms. You may give no less than 60 days written notice of termination to **GeneBio** for the end of a year.
- b) **GeneBio** may terminate the Agreement without notice if you are in breach of any term or condition of it, including if you default in the payment of the **License Fees** and you have not cured the breach within 15 days after receipt of a **GeneBio** notice to this respect. No refund of your **License Fees** will be payable in either case.
- c) Art. 5 and 6 will survive the termination of this Agreement.

8. General

- a) This Agreement and the relevant information included in the **GeneBio** web page represent the entire agreement of the parties. If there is a conflict between this Agreement and the information, this Agreement will prevail.
- b) Delay or failure by **GeneBio** in enforcing this Agreement will not constitute a waiver by **GeneBio** of its rights or remedies.
- c) **GeneBio** may modify this Agreement on giving you no less than two month's advance notice, for the end of a year.
- d) If any part of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the remainder will not be affected.

9. Notice

- a) We may give you general notices relating to the **Licensed Databases** via the **GeneBio** web site. These notices will be effective when they are published on that page (<http://www.genebio.com/legal.html>).
- b) All other notices under this Agreement will be sent by mail or by fax by either party to the other in accordance with their mailing address described in Annex B.

10. Governing law and jurisdiction

This Agreement will be governed by and construed in accordance with Swiss law and both parties submit to the exclusive jurisdiction of the Court of the Canton of Geneva, Switzerland.

Geneva Bioinformatics (GeneBio) S.A.

The Customer

Name of Representative

Name of User (in block letters)

Title

Title

Signature

Signature

Name of Company

Place

Place

Date (Month – Day – Year)

Date (Month – Day – Year)