

EUROPRACTICE SOFTWARE SERVICES ACADEMIC END USER AGREEMENT

This Agreement is made the _____ day of _____ (“Effective Date”)

BETWEEN

Coventor Inc.

of:

1000 CentreGreen Way, Suite 200
Cary
North Carolina 27513
USA

(hereafter referred to as Coventor)

AND

_____ (Institution Name)
(hereafter referred to as End User)

_____ (Address of End User)

_____ (Responsible Person)

_____ (Telephone Number)

_____ (Facsimile Number)

_____ (EUROPRACTICE Academic Subscription Number)

TERMS AND CONDITIONS

This legal document is an Agreement between the End User and Coventor. EUROPRACTICE, acting through the Science and Technology Facilities Council at Rutherford Appleton Laboratory, Harwell Science and Innovation Campus, Didcot, Oxon, OX11 0QX, United Kingdom, (hereinafter referred to as “RAL”), will be responsible for arranging the issue and signature of EUROPRACTICE Software Services Academic End User Agreements.

PREAMBLE:

Coventor has authorised EURORACTICE acting through the Science and Technology Facilities Council's Rutherford Appleton Laboratory (RAL) to make copies of the Package to supply to EURORACTICE establishments who have been granted an End User licence in the form of this Agreement to use the Software for educational purposes.

The End User has requested Coventor to authorise the supply to it of a copy of the Software and to provide it with a Licence to use the Software for the End User's educational and research purposes only. End User confirms that it will remain a fully paid up member of EURORACTICE during the term of this Agreement.

The End User must be an educational user that is an academic subscriber to the European Communities EURORACTICE Programme. EURORACTICE has concluded an Educational Licence Agreement with Coventor in order to enable the use of the products on special conditions.

The use of the products requires this End User Statement

1. GRANT OF LICENCE

Coventor in consideration of the licence fee, hereby grants a non-exclusive, non-transferable licence to use and display this copy of the software program (hereinafter the "Software") on the computer network installed in their organisation. Coventor reserves all rights not expressly granted to the End User.

This licence is restricted to a non-commercial, educational use at the location of the End User and excludes the right of sublicensing. Educational use means the use of the Software by the End User only for undergraduate teaching, postgraduate research purposes and other educational purposes provided always that any such use by the End User, its employees, undergraduates, postgraduates or others hereby authorised to use the Software shall not include its or their use of the Software directly or indirectly for any commercial purpose or purposes (including any joint venture for the design or validation of commercial products). Use of the Software for other purposes may not be made without the written consent of Coventor.

Save as permitted by this Agreement, the End User agrees to keep confidential and not to disclose the secrets to any third party except to its employees or agents required to know the same for the purposes of carrying out their obligations hereunder or to any student, member of its teaching staff, or other person associated with the End User wishing to use the Software for bona fide educational purposes, any confidential information relating to the Software or Coventor; and the End User shall take all reasonable precautions to protect the confidentiality of the Software.

The End User shall allow Coventor access at reasonable times and with twenty four (24) hours notice to its premises (including without limitation a right of access to the Site) to make such inspection and interview such persons on the premises that Coventor reasonably requires to satisfy itself that the use of the Software does not breach any of the End User's obligations under this Agreement. The End User shall comply fully with any such inspection.

2. LICENCE FEE

The End User shall pay the licence fee detailed in the current version of the EURORACTICE Academic Software Support Services to RAL within thirty days of signing this Agreement. No licence will be granted until the licence fee has been received by RAL.

Subsequential licence fees which are mandatory for every year of continued use, including the maintenance fees, will be invoiced by EURO PRACTICE and shall be paid within thirty days.

3. OWNERSHIP OF THE PRODUCTS

Coventor warrants that it has the right to grant the rights granted pursuant to this Agreement.

Although the magnetic or other physical media on which the Software is originally recorded may be owned by the End User, Coventor retains title and ownership of the Software recorded on the original media and all subsequent copies of the Software. The licence is not a sale of the original Software or any copy.

4. MAINTENANCE OF THE SOFTWARE.

Correction or replacement to be provided by Coventor via RAL will be accomplished within a reasonable period after customer has notified RAL of software defects or problems.

Other service to be provided by Coventor via EURO PRACTICE will only be available if the yearly maintenance fee as detailed in the current version of the EURO PRACTICE Academic Support Services Document has been paid to RAL.

5. COPY RESTRICTIONS

This software and the accompanying written materials are protected by copyright. Unauthorised copying of the Software, including Software that has been modified, merged, or included with other software, or of the written materials, is expressly forbidden. The End User will be held legally responsible for any copyright infringement that is caused or encouraged by its failure to abide by the terms of this licence. Any alteration, change or removal of any identifications from the Software, including but not limited to copyright, trademark or other notices or proprietary legends is forbidden. Subject to these restrictions, and if the Software is not copy protected, one (1) copy of the Software may be made solely for backup purposes unless the End User has obtained an additional licence or licences which authorise in writing the use of this Software in connection with other designated computers. In any case the End User is obliged to reproduce the copyright notice on the backup copy.

6. USE RESTRICTIONS.

The End User may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software except where such decompilation is indispensable to obtain the information necessary to achieve the interoperability of an independently created computer programme with other programmes if the conditions of Article 6.1 of the European Union Council Directive dated may 14,1991, relating to the legal protection of computer programmes are met.

The End User may not modify, adapt, translate or create derivative works based on the written materials without the prior written consent of Coventor.

7. TRANSFER RESTRICTIONS.

This Software is licensed only to the End User, and may not be sublicenced, transferred or assigned to anyone without the prior written consent of Coventor. Any authorised transfer of the Software shall be subject to the terms and conditions of this Agreement. In no event shall the End User transfer, assign, rent, lease, sell, timeshare or otherwise dispose of the Software on a temporary or permanent basis except as expressly provided herein.

8. LIMITED WARRANTY.

a) Coventor warrants that the Software will conform substantially to the documentation in effect for the Software when delivered, for a period of ninety (90) days from the date of delivery to RAL. Coventor warrants that it has the right to grant this licence. Coventor makes no other warranties, express or implied, on any other licensed software, including but not limited to all implied warranties of merchantability and fitness for a particular purpose.

With regard to the special circumstances of the EURO PRACTICE project as a whole, EURO PRACTICE makes no warranties.

In no event will Coventor or EURO PRACTICE be liable for any indirect, special or consequential damages arising out of any breach by Coventor of the warranty.

b) Following the warranty period, EURO PRACTICE, assisted by Coventor will maintain the Software.

9. LIMITATION OF LIABILITY

Coventor's entire liability to the End User for any cause of action whatsoever is limited to the amount paid for the Software that is the subject matter of the cause of action. In no event shall Coventor or its suppliers be liable for damages for loss of data, profits or use of the Software or for special, indirect, incidental or consequential damages.

The exceptions to the limit of liability pursuant to this clause are:

- i) death or personal injury resulting from Coventor's negligence
- ii) direct loss of or damage to physical tangible property of the End User resulting from acts of the Coventor, its agents or employees whilst on the premises of the End User, in which event Coventor's liability shall not exceed 1,000,000 (one million pounds) in respect of any single occurrence or series of occurrences.
- iii) breach by Coventor of any of its obligation under this Agreement.

10. PATENT AND COPYRIGHT INDEMNITY

Coventor will defend or settle at its expense any action brought against the End User to the extent that it is based on a claim that the Software, used within the scope of this Agreement, infringes a copyright or existing patent. Coventor will pay any cost, damages and legal fees awarded against the End User in such actions which are directly attributable to such claim, provided that the End User notifies Coventor promptly in writing of the claim, that Coventor is given complete authority and co-operation by the User and all information necessary for it to conduct the defence or settlement of such claim.

Should the Software become, or in Coventor's opinion be likely to become, the subject of a claim for infringement of a copyright or patent, Coventor may procure for the End User the right to continue to use the Software or replace or modify the Software to make it non-infringing. In such event, Coventor shall have no further liability to the End User in respect thereof.

11. GENERAL.

a) This Licence supersedes any written or oral agreement between Coventor and End User. This licence shall apply, unless Coventor and End User have agreed in writing to variations and additions notwithstanding any proposed variations or additions which may appear in any purchase order provided to Coventor by the End User.

Any modification of the terms of this licence must specifically refer to this Licence and must contain the written signature of an authorised representative of Coventor and End User. No representative of Coventor has been authorised to make any representation, warranty or promise not contained in this Licence.

b) The waiver of any breach of any provision of this Licence shall not constitute a waiver of any subsequent breach of the same or other provisions of the Licence. In the event that any provisions of this Licence are held to be illegal or otherwise unenforceable, such provisions shall be severed and Coventor and Licensee shall negotiate, in good faith, valid substitute provisions which most nearly affect the intent of the licence. The entire licence shall not fail because of the severance of illegal or unenforceable provisions. This Licence is governed by the laws of England.

12. TERMINATION

This Licence is effective until terminated. The licence will terminate automatically without notice from Coventor if the End User fails to comply with any provision of this licence.

Coventor may at its sole option immediately terminate this Agreement in the event that the End User fails to comply with the payment of the licence fees according to clause 2.

Upon termination, the End User shall return the written materials and all copies of the Software, including modified copies, to Coventor. On Coventor's request, the End User shall destroy all items mentioned above and prove its compliance with these obligations to Coventor.

The End User may terminate this agreement by giving ninety (90) days prior written notice to Coventor at the same time notifying EURO PRACTICE (RAL).

Either party shall have the right to terminate this Agreement by giving written notice of termination to the other if the other party is guilty of a material breach or substantial breach of its obligations hereunder and has not remedied such breach if remediable within twenty (20) days of receiving notice requiring remedy of such breach.

Either party shall have the right to terminate this Agreement forthwith without notice in the event that the operations of other party is suspended or wound up or a receiver appointed over all or a material part of its assets or undertaking or it ceases to exist as a separate legal entity (whether by reason of dissolution, merger, amalgamation or otherwise).

Termination of this Agreement shall not release either party from its obligations of confidence under this Agreement and shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to either party.

Should the Master EURO PRACTICE Agreement be terminated or breached in any way, the End user may continue to use the software subject to satisfactory arrangements for continuation being made with Coventor.

13. FORCE MAJEURE

Neither party shall be liable for failure to perform any of its obligations hereunder if such failure results from force majeure viz. fire, explosion, accident, civil commotion, industrial dispute or any other event beyond its reasonable control.

14. INFORMATION.

In case of any questions concerning this Licence Agreement, the End User may contact RAL in writing, by E-mail or telephone.

Coventor

End User

Signature: _____
(AUTHORISED REPRESENTATIVE)

Signature: _____
(AUTHORISED REPRESENTATIVE)

Name: _____
(PLEASE PRINT)

Name: _____
(PLEASE PRINT)

Position: _____

Position: _____

Date: _____

Date: _____