

## General Conditions for Licensing

### DEThERm<sup>®</sup> Data and Software Services

- in the scope of the National Chemical Database Service CDS in the United Kingdom -

#### 1. Subject of the License

According to the provisions of this agreement, the National Chemical Database Service CDS, (hereinafter called the “Licensee”) acquires the non-exclusive and non-transferrable rights to use the data collections and online access services of DETHERM<sup>®</sup>.

#### 2. Obligations of DECHEMA

DECHEMA supplies the licensee with online access to the licensed DETHERM<sup>®</sup> data collections and will give support to the licensee by phone or e-mail for accessing DECHEMA’s DETHERM<sup>®</sup> online services.

All details on the support hotline (operating hours, contact persons, phone numbers, mail addresses) are announced online at the URL <http://dechema.de/DethermSupport>.

#### 2.1 Availability of services

The database services are usually available 24 hours a day. DECHEMA does not, however, guarantee a specific accessibility level and neither does it warrant the attainment of specific results from the use of its services.

#### 3. Rights and Obligations of the Licensee

##### 3.1 Academic License

The licensee receives the right to use the service in the scope of the National Chemical Database Service CDS within the United Kingdom. The use is limited to UK academic institutions including the employees and students of these institutions (hereinafter called “end users”).

The right to use the DETHERM<sup>®</sup> data is granted only for:

- a) Teaching purposes of the licensee and end users**
- b) Research projects of the licensee and end users, that are financed in majority by public funds (at least 50 % public funding)**

Within this academic license it is expressly prohibited to use data from DETHERM<sup>®</sup> within projects financed mainly by industrial companies (e.g. in the context of an industrial contract research) or vendors of thermodynamic modeling software and data or for any other commercial purposes. If the licensee or the end users wants to use DETHERM<sup>®</sup> data in such projects, they have to buy these data using a standard contract without academic reductions.

In particular the licensee and/or end users are not allowed to pass DETHERM<sup>®</sup> data directly or indirectly on to third parties outside his institution. In contrast the publication of research results based on DETHERM<sup>®</sup> data is not restricted. Examples for this are the publication of model pa-

parameters based on DETHERM<sup>®</sup> data or development of models. In each case the licensee or the end users should mention the usage of DETHERM<sup>®</sup> data within his research publications.

### 3.2 Access Control

The licensee is operating an access control service granting only legitimated end users within the scope of this agreement access to the DETHERM services. The licensee is fully responsible for the identification of legitimated end users. An ID of the legitimated end user should be passed to the DETHERM online service for generation of usage statistics.

DECHEMA will assist the licensee within this scope by providing usage statistics of its services. Typically such usage statistics can be clustered based on IP address and/or ID's of the end users.

If any misuse of the DETHERM online services is detected (e.g. accessing the service from outside the UK or by not legitimated users), the licensee immediately will undertake measures against such misuse.

If DECHEMA monitors severe misuse of its services by potentially illegitimated end users and if the licensee is not able to undertake appropriate measures against such misuse in reasonable time, DECHEMA has the right to deny usage of its online services to the potentially illegitimated end user based on the end user ID and/or IP-address until the status of the end user is fully clarified between DECHEMA and the licensee.

### 3.3 Passing to third parties

The licensee and the end users undertake not to use the software or data collections to establish any kind of information service for third parties. The licensee and the end users agrees not to pass on all or any part of the data collections to third parties without the written consent of DECHEMA.

If the licensee or the end users generate or derive any compiled work based on the data collections (especially: thermodynamic model parameters), the licensee or the end users have no right to publish these work in completeness or to establish any kind of information service for third parties based on this derived work.

Data from the data collections or derived works as mentioned above, however, may be passed on to third parties in connection with research projects carried out by the licensee or end users. In that case DETHERM<sup>®</sup> should be mentioned as data source. Projects in this context neither mean electronic data processing equipment or computer software nor simulation programs nor printed data collections or software on any electronic carrier or media, if major extents of DETHERM<sup>®</sup> data collection are contained.

### 3.4 Reproduction / Extraction of Database Content

The licensee and the end users do not have the right to reproduce or extract major contents of the licensed databases in hard copy, machine-readable or other form without advance written consent from DECHEMA.

## 4. Liability and Warranty for the Use of the Data Collection

DECHEMA software and data collections are developed with the greatest possible care and effort, and with due regard to the present state of scientific knowledge. As the licensee will be

well aware, however, literature data can only be used when all the possible sources of error, both in the measurements and the final published values have been taken into account.

DECHEMA is responsible for all damage caused by intention or gross negligence of her official representatives (managers listed in the official register of societies) or employees of other persons helping DECHEMA in fulfilling the contract.

If there is only light negligence, DECHEMA is only responsible if duties are neglected that are essential for fulfilling the contract (cardinal duties). DECHEMA cannot be made responsible for any loss of data, indirect or collateral damages or for damages by interruption or delay of production that is caused by the usage of DETHERM<sup>®</sup> data and services.

#### 5. Copyright and Ownership

The copyright and rights of ownership of data collections and the software services are retained by DECHEMA and the third parties that were or are involved in the preparation of the software or data collections. The licensee acquires no rights of ownership or copyright, except the right to use the software services and data collections according to the provisions of this agreement.

#### 6. Updates

If the licensee has concluded a contract with maintenance DECHEMA will deliver in irregular periods of time, usually every 12 months, updates of the software and the data collections to the licensee. Updates comprise of

- (i) corrections of erroneous software modules and data
- (ii) additions of new data to the collections
- (iii) documentation of the updates of the data collections
- (iv) software releases

#### 7. Prices and Payments

If not otherwise stipulated payments are to be made for the usage of the software and the data in annual license fees. The costs of possible updates are included in the annual license fees.

The licensee will pay for each year of the duration of the contract. The price for the first year has to be paid immediately after delivery.

All invoices have to be paid in Euro or in the invoiced currency without any deductions.

#### 8. Duration and Termination

If the contract is terminated regularly without any kind of extension has become effective, except when otherwise stipulated, the licensee does not have the right to use the DETHERM<sup>®</sup> data collection(s) and DETHERM<sup>®</sup> online services any longer. In that case the licensee will cease the use of the data collection(s) and the online services immediately.

In case the licensee has extracted or reproduced major parts or the complete database in hard copy, machine-readable or other form, the licensee will cease the use of these reproductions and/or extractions and delete these completely from its computers or destroy otherwise.

9. Early Termination

This agreement can be terminated immediately by either party if the other party does not fulfill its obligations, viz.

- the licensee does not pay the license fees
- the licensee violates the specific academic usage conditions, in particular permanently or extensively
- DECHEMA does not deliver updates

In case of an early termination of this agreement the licensee has to pay the license fees for the full license period, if this termination is caused by a licensee's violation of the conditions of this agreement.

10. Validity of Agreement and Disputes

Should individual provisions of this agreement be without legal force, the validity of the remaining provisions remains unaffected.

Any and all disputes arising out of or in connection with the present agreement, that the parties are unable to resolve satisfactorily themselves, shall be settled under the rules of conciliation and arbitration of the International Chamber of Commerce.

This agreement is governed by the laws of the Federal Republic of Germany.

Place of jurisdiction is Frankfurt am Main.

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Place, Date

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Licensee