

License Agreement

LICENSE AGREEMENT FOR ACADEMIC END USERS OF THE BRENDA/AMENDA/FRENDA DATABASES (RESEARCH GROUP LICENSE)

Please note: The license applies only within your research group. The database is not to be made available to third parties under any circumstances. Please read the conditions of the license agreement carefully.

IMPORTANT NOTICE

PLEASE READ CAREFULLY: This BRENDA/AMENDA/FRENDA end user license agreement (EULA) for Academic End Users (AEU) is a legally binding contract between you, an Academic End User either as physical or legal entity, and "enzymeta GmbH" with its registered company headquarter in Erfstadt, Germany. Academic End User (AEU) is herein defined as:

1. An individual scientist who is not working for or with commercial organizations of any kind.
2. A self-contained unit within a university or public or governmental research institution performing non-commercial research and development.

By signing this contract, you certify that you are an AEU according to the aforementioned definition and that you accept this EULA in full. If you do not accept this EULA you are not entitled to use the database in any way. enzymeta's willingness to license you access to the database is expressly conditional on your acceptance of all terms of this license agreement.

Copyright Notice

BRENDA, AMENDA and FRENDA are copyright-protected by Prof. Dr. D. Schomburg, Institut für Bioinformatik und Biochemie, Technische Universität Braunschweig, Langer Kamp 19B, 38106 Braunschweig, Germany. (BRENDA/AMENDA/FRENDA means the enzyme functional databases maintained by Prof. Dr. Dietmar Schomburg at the Institut für Bioinformatik und Biochemie, as distributed via Internet or on magnetic or optical media.) Prof. Dr. D. Schomburg has transferred his obligation for the maintenance of BRENDA/AMENDA/FRENDA to the enzymeta GmbH, which holds the right to distribute BRENDA/AMENDA/FRENDA in electronic form to non-profit academic users. The copyright of the printed version is held by Springer publishers ("Handbook of Enzymes")

§ 1 Contractual Subject Matters

1. Enzymeta hereby grants to AEU the non-transferable, non-exclusive right to use BRENDA/AMENDA/FRENDA for research purposes for the contract term stated in §2.
2. AEU shall not be authorized to transfer contractual subject matter rights to third parties or to grant them corresponding utilization rights.

§ 2 Delivery and Contract Term

1. AEU shall receive the database either by means of online access to the server of enzymeta or by means of a file download via Internet (the download option is available after payment). For either method, AEU will be provided with a user ID and password by fax or e-mail. The database is regarded delivered when the fax or e-mail has been

released by enzymeta and the successful transmission is confirmed by the fax or e-mail sending report.

2. The initial contract term is a period of 12 consecutive calendar months beginning with the month of delivery.
3. After the initial term, the contract is extended automatically by 12-month periods. The contract can be terminated by either party with a 1-month notice to the expiration of a 12-month period.
4. Either party has the right to terminate the contract with cause without notice. Enzymeta can terminate the contract with cause particularly in the event that AEU infringes on one or more of the obligations stipulated in § 3.
5. In case of contract termination, whether regular or with cause, AEU shall be obligated to delete the database and all its elements on all computer compatible record carriers, data-storing, and data-processing equipment.

§ 3 Protection of BRENDA/AMENDA/FRENDA

1. Without prejudice to the utilization rights granted to AEU, enzymeta shall hold all rights in the database including all copies and partial copies produced by AEU.
2. AEU shall be obliged to retain all protective notes, copyright notes and other reservations of rights unchanged as well as to adopt those notes unchanged in complete or partial copies produced by AEU.
3. AEU shall be obliged not to give third parties access to the database, neither to its online account nor to the original, complete or partial copies without the explicit consent of enzymeta. Furthermore, AEU shall take precautionary measures in order to prevent third parties from taking possession of the database or parts of the database as well as to prevent third parties from using the database completely or partially. The term "third party" includes in particular any other AEU or company or other kind of organization cooperating with AEU. The limitations of §3.4 are not given for third parties who are covered by their own valid EULA. However, it is the responsibility and obligation of AEU to verify that such parties are duly licensed.
4. Finally, AEU shall be prohibited from changing the database in format or contents or from giving third parties access to changed versions of the database, irrespective of whether the changes are complete or partial, or from granting third parties any rights to changed versions of the database.

§ 4 Publications

AEU shall be authorized to publish excerpts from the database for scientific purposes within the usual range. For this purpose only a permanent storage of the excerpts to be published shall be permitted. However, concerning the excerpts from the the database, AEU shall be obliged to refer to the following citation within the scientific publications: Antje Chang, Maurice Scheer, Andreas Grote, Ida Schomburg and Dietmar Schomburg BRENDA, AMENDA and FRENDA the enzyme information system: new content and tools in 2009. Nucl. Acids. Res. 2009 37: D588-D592.

§ 5 Fees and invoicing

1. Enzymeta or the responsible distributor will invoice and AEU shall pay a handling fee for the initial term in the form of a lump-sum payment to enzymeta. The fee shall be due upon receipt of invoice.
2. enzymeta is entitled to revise the amount of the handling fee for respective extension periods. enzymeta will issue the invoice for the extension period 1 month prior to the expiry of the current term. The amount is due upon receipt of invoice. If AEU does not accept the revision, he is entitled to terminate the contract within two weeks after invoice receipt to the end of the month.

§ 6 Warranty

1. enzymeta shall produce, conduct and update the database to the best of its knowledge and belief. However, enzymeta shall not give a warranty as to the characteristics or to the content of the database and its information. Moreover, any warranty concerning the completeness, up-to-dateness, correctness and usability of the database and its information shall be excluded.
2. enzymeta shall also not give a warranty to the user structure of the database complying with the requirements of AEU.
3. enzymeta shall not be liable for a lack of economic success, loss of profits, indirect damages, consequential harm caused by defects, and claims raised by third parties.

§ 8 Final Clauses

1. This contract shall be subject to the laws of the Federal Republic of Germany. If permissible, the parties agree on the city of Erfstadt serving as the concurrent place of jurisdiction. The place of performance shall be the city of Erfstadt.
2. In case of the event that a provision of this contract shall become completely or partially ineffective or impracticable, the effectiveness of the other provisions shall remain unaffected. The contractual parties shall be obligated to replace the ineffective or impracticable provision by such a provision that shall aim for the results formerly agreed upon within the ineffective or impracticable provision. The same shall be applicable to the bridging of any contractual gaps which may occur.

Place and Date

The Customer

enzymeta GmbH

Name of Institute

Dr. Ida Schomburg (CEO)

Name of Research Group

Signature

Name of signatory

Signature

Purchase Order
(please print):

BRENDA/AMENDA/FRENDA
No. of licenses

First Name _____

Last Name _____

University/Institute _____

Research Group _____

Address _____

City _____

Zip (Postal) Code _____

Country _____

Telephone _____

Fax _____

e-mail _____

Tax-ID _____ (mandatory)

Date _____

Signature _____ -