



ELSEVIER

MDL Information Systems GmbH

Theodor-Heuss-Allee 108, D-60486 Frankfurt, Germany

Phone: +49-69-5050 42-0 ♦ Fax: +49-69-5050 4213

E-mail: info-de@mdl.com

END USER LICENSE AGREEMENT for AutoNom 2000

IMPORTANT READ CAREFULLY BEFORE INSTALLING:

THIS IS AN APPLICATION-SPECIFIC LICENSE, SOLELY FOR USE WITH ISIS™/Base, ISIS/Draw, MDL® Base, MDL Notebook and MDL Draw. These software applications are licensed separately, from MDL Information Systems, Inc. ("Elsevier MDL").

IF YOU DO NOT HAVE A CURRENT LICENSE TO THE PERMITTED SOFTWARE APPLICATION(S) THIS APPLICATION-SPECIFIC AUTONOM LICENSE IS NOT AVAILABLE TO YOU, AND YOU MUST QUIT THIS INSTALLATION.

THE SOFTWARE YOU ARE ABOUT TO ACCESS CONTAINS PROGRAMS, DOCUMENTATION AND OTHER PROPRIETARY MATERIAL ("SOFTWARE") THAT BELONGS TO MDL INFORMATION SYSTEMS GMBH ("MDL GMBH") AND ITS LICENSORS. POSSESSION AND USE OF THE SOFTWARE IS SUBJECT TO THIS SOFTWARE LICENSE AGREEMENT (THE "LICENSE"). BY CLICKING THE ACCEPT BUTTON YOU AND YOUR EMPLOYER (IF THE SOFTWARE IS BEING USED IN THE COURSE OF YOUR DUTIES OF EMPLOYMENT) (COLLECTIVELY, "YOU," "LICENSEE") REPRESENT AND WARRANT THAT:

(A) YOU HAVE READ AND AGREE (AND HAVE THE AUTHORITY ON BEHALF OF YOUR EMPLOYER TO AGREE) TO BE FULLY BOUND BY AND BECOME A PARTY TO THIS LICENSE; AND

(B) YOU ARE NOT A NATIONAL OR RESIDENT OF (i) A NATION UNDER GENERAL TRADE EMBARGO BY THE UNITED STATES, OR YOU DO NOT HAVE PERMANENT RESIDENT ALIEN STATUS IN THE U.S.; (ii) ANY OTHER COUNTRY THE GERMAN FEDERAL OFFICE OF ECONOMICS AND EXPORT HAS PROHIBITED OR RESTRICTED EXPORTS. YOU ARE NOT ON ANY OF THE FOLLOWING LISTS: THE GERMAN FEDERAL OFFICE OF ECONOMICS AND EXPORT CONTROL LIST; U.S. TREASURY DEPARTMENT'S SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS LIST; THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS AND UNVERIFIED LISTS; THE U.S. STATE DEPARTMENTS' ENTITY AND DEBARRED LISTS.

(C) IN THE EVENT YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS LICENSE, OR, IF YOU CANNOT WARRANT THAT YOU ARE NOT IN VIOLATION OF (B), ABOVE, YOU ARE NOT AUTHORIZED TO INSTALL, USE OR POSSESS THE SOFTWARE AND MUST IMMEDIATELY CEASE TO INSTALL THE SOFTWARE.

1. GRANT OF LICENSE. Subject to all of the terms and conditions of this LICENSE, MDL GmbH grants to LICENSEE a non-exclusive, non-sub-licensable and non-transferable license to use the SOFTWARE, free of charge, and only so long as YOU are a licensed user of Elsevier MDL's software application(s) specified above. If YOU do not fit this description, a separate license to the SOFTWARE is required from MDL GmbH and no license is granted herein. MDL GmbH is not obligated to provide support, updates, enhancements or telephone assistance hereunder.

PERMITTED USES. LICENSEE may:

- * Use the SOFTWARE only on computers that are owned, leased or otherwise controlled by LICENSEE, and only for the use(s) granted herein.
- * Load the SOFTWARE into the computer's temporary memory (RAM).
- * Install the SOFTWARE onto a permanent storage device (e.g., a hard disk drive).
- * Make copies of the SOFTWARE for use as contemplated by this Agreement or for archival or backup purposes only, provided LICENSEE maintains possession of all such copies. All copies of the SOFTWARE shall be subject to the other terms and conditions of this LICENSE.
- * Use the SOFTWARE only for internal use and in conjunction with MDL GmbH's and/or Elsevier MDL's software application(s) specified above.

NONPERMITTED USES. LICENSEE may not:

- * Electronically transfer the SOFTWARE from one computer to another over a network or use the SOFTWARE on more than one computer simultaneously in a network or multiple-user arrangement, unless otherwise licensed to do so.
- * Rent, lease, lend, sell, transmit, or otherwise distribute or dispose of the SOFTWARE or LICENSEE's rights under this LICENSE on a temporary or permanent basis to another person or entity without the prior written consent of MDL GmbH.
- * Alter, adapt, translate, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code or underlying ideas, sequence, structure organization or algorithms of the SOFTWARE, create derivative works based upon the SOFTWARE or attempt or permit third parties to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law.
- * Remove, modify or obscure any copyright, trademark, and/or any other proprietary notices contained in or on the SOFTWARE.
- * Export, re-export or transfer the SOFTWARE from the country in which it is originally downloaded to LICENSEE, without MDL GmbH's prior written consent.
- * Use for any purpose other than use in conjunction with Elsevier MDL's software application(s) specified herein.

2. OWNERSHIP OF SOFTWARE. The SOFTWARE is licensed and not sold. MDL GmbH and its licensors retain all title to and, except as expressly and unambiguously licensed herein, all rights and interests in the SOFTWARE and any and all new releases, updates and enhancements of the SOFTWARE and all intellectual property and proprietary rights in the SOFTWARE throughout the world. MDL GmbH reserves all rights in the SOFTWARE not expressly granted to LICENSEE. LICENSEE acknowledges that the SOFTWARE contains valuable unpublished, proprietary and confidential information of MDL GmbH and LICENSEE shall: (i) keep confidential such information; (ii) disclose such information only to the extent required to use the SOFTWARE under the terms of this Agreement; and (iii) if applicable, bind its employees, consultants, agents and other third parties in writing to maintaining the confidentiality of MDL GmbH's proprietary information in the SOFTWARE.

3. TERM AND TERMINATION. This LICENSE is effective from the date YOU download the SOFTWARE and will continue until the LICENSE is terminated. THIS LICENSE WILL AUTOMATICALLY TERMINATE WITHOUT NOTICE IF YOUR LICENSE(S) TO MDL GmbH's and/or ELSEVIER MDL'S SOFTWARE APPLICATION(S) TERMINATE(S) OR EXPIRE(S). The LICENSE may be terminated by MDL GmbH with or without notice to YOU in the event that YOU breach any of the terms or conditions of this LICENSE. YOU also may terminate this LICENSE at any time by destroying the SOFTWARE and all copies thereof. YOU agree to erase from your computer all copies of the SOFTWARE and all modified copies, if any, upon termination of the LICENSE. In the event of termination, the following sections of this License will survive: 2, 3, 4, 5, and 7.

4. DISCLAIMER OF WARRANTY. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT MDL GMBH AND ITS LICENSORS DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING ABSENCE OF DEFECTS IN THE SOFTWARE, OR THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE SOFTWARE OR ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. LICENSEE ASSUMES THE ENTIRE RISK ASSOCIATED WITH LICENSEE'S USE OF THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY. THIS DISCLAIMER OF WARRANTY IS AN ESSENTIAL PART OF THIS LICENSE.

5. LIMITATION OF DAMAGES. IN NO EVENT SHALL MDL GMBH, ITS LICENSORS, DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SOFTWARE BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS LICENSE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LIABILITY OR INJURY TO THIRD PERSONS, AND THE LIKE, WHETHER FORESEEABLE OR NOT, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF WHETHER MDL GMBH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MDL GMBH, ITS DEALERS', DISTRIBUTORS' AGENTS' OR EMPLOYEES' LIABILITY FOR ANY DAMAGES TO LICENSEE, OR TO ANY OTHER PERSON OR ENTITY EVER EXCEED THE GREATER OF ONE EURO OR THE LICENSE FEES PAID TO MDL GMBH IF ANY, REGARDLESS OF THE FORM OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

6. GENERAL. This LICENSE is a complete and exclusive statement of all of the terms, conditions, and representations of the agreement between LICENSEE and MDL GmbH with respect to the subject matter hereof. This LICENSE shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between LICENSEE and MDL GmbH or by any usage of trade. This LICENSE may be modified and the observance of any provision of this LICENSE may be waived only with the written consent of LICENSEE and MDL GmbH. If any term or provision of this LICENSE shall be found to be illegal, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement. The license is personal to LICENSEE and any attempt to assign its rights and obligations hereunder will be void. The SOFTWARE is subject to German, U.S., and other jurisdictions' import, export control and trade laws and regulations as may apply, and LICENSEE agrees to comply with all such applicable laws and

regulations. This Agreement shall be governed by the laws of the Federal Republic of Germany, regardless of the principles of conflicts of law, with the exception that the UN Convention on the International Sale of Goods and the Uniform Laws on the Sale of Goods shall not apply. The court of jurisdiction for both parties is the Regional Court of Frankfurt am Main. The foregoing does not limit the rights of MDL GmbH to seek legal remedies in other jurisdictions, including that of the LICENSEE.

MDL, is a registered trademark in the United States and ISIS is copyright © and a trademark of MDL Information Systems, Inc. in the United States and other jurisdictions. All rights reserved.

AutoNom 2000 Copyright © 1988-2002, Beilstein-Institut zur Förderung der Chemischen Wissenschaften licenced to Beilstein GmbH and MDL Information Systems GmbH. All rights reserved.

AutoNom and the AutoNom logo are registered trademarks of Beilstein-Institut zur Förderung der Chemischen Wissenschaften.

AutoNom_Add-in.09.13.05.doc