

## ACADEMIC LICENSE AGREEMENT FOR END-USERS AT PUBLIC FUNDED ACADEMIC, EDUCATION OR RESEARCH INSTITUTIONS FOR NON-COMMERCIAL USE OF the EvoCell Database ("EvoCellDB")

This license agreement is entered into by and between European Molecular Biology Laboratory Enterprise Management Technology Transfer GmbH, the wholly owned technology transfer company of EMBL with offices in Boxbergering 107, D-69126 Heidelberg, Germany, (hereinafter "EMBLEM") and the user of the EvoCell Database (hereinafter LICENSEE).

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WHEREAS scientists at the EMBL have developed a database called EvoCellDB

WHEREAS the EMBL owns the copyright in EvoCellDB;

WHEREAS EMBLEM has the right to and desires to license EvoCellDB so that it becomes available for public use and benefit;

WHEREAS LICENSEE is a public funded Academic and/or Education and/or Research Institution.

WHEREAS LICENSEE desires to acquire a non-exclusive license to use the EvoCellDB for internal purposes pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### 1. Definitions

"Licensed Database" means the current version of EvoCellDB is a database developed by Javier Burgoa at EMBL and is a web resource for exploration of single-cell data of model and non model species atlases.

Any opinion, findings, conclusions or recommendations expressed in the Licensed Software are those of the Authors and do not necessarily reflect the views of EMBL and EMBLEM.

### 2. License

Subject to the terms and conditions of this Agreement a non-exclusive, non-transferable license ("License") to use the Licensed Database is made available free of charge for the LICENSEE, which is a non-profit educational, academic and/or research institution. The LICENSEE can use the Database only for academic research projects. This explicitly excludes projects which are contracted to the LICENSEE by any third party for a fee, or projects that are done in collaboration with a third party that is funding the research in whole or in part in exchange for commercial rights on the results and/or possible delay in publication of any relevant results to the academic community.

This license does not entitle LICENSEE to receive from EMBLEM any copies of the Licensed Database including but not limited to Licensed Database on disks, tapes or CD's, hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Licensed Database.

The user and any research assistants, co-workers or other workers who may use the Database agree to not grant licenses on any database that includes the Licensed Database, alone or integrated into other software, to third parties.

Modification of the Licensed Database is prohibited without the prior written consent of EMBLEM.

### 3. Ownership

Except as expressly licensed in this Agreement, EMBL shall retain title to the Licensed Database, and any upgrades and modifications created by EMBL.

### 4. Consideration

In consideration for the license rights granted by EMBLEM, LICENSEE will obtain this academic license free of charge.

### 5. Copies

LICENSEE shall have the right to make as many copies as are necessary for the purpose of exercising its license rights under this Agreement, but agrees that all such copies shall contain the copyright notices and any other reasonable and appropriate proprietary markings or confidential legends that appear on the EvoCell Database provided hereunder.

### 6. Protection of the database and contained data therein

LICENSEE acknowledges that the data contained within the EvoCell Database may be proprietary to EMBL or be subject to third party rights. Except as otherwise expressly permitted in this Agreement, LICENSEE must not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the data.

### 7. Support

EMBLEM shall have no obligation to offer support services to LICENSEE, and nothing contained herein shall be interpreted as to require EMBLEM to provide maintenance, installation services, debugging, consultation, or end-user support of any kind.

### 8. Database Protection

Except as otherwise expressly permitted in this Agreement, LICENSEE may not (i) modify or create any derivative works of the Licensed Database or documentation to the Licensed Database, including customization, translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Licensed Database; (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensed Database; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensed Database; or (v) publish any results of benchmark tests run on the Licensed Database to a third party without EMBLEM's prior written consent.

## 9. Representations of EMBLEM to LICENSEE

EMBLEM represents to LICENSEE that (i) EMBLEM has the right to grant the License on the Licensed Database and to enter into this Agreement and (ii) EMBLEM undertakes to use best efforts to cooperate with and assist LICENSEE, at LICENSEE's expense, in defending itself against any action based on the alleged infringement of any third party patent, copyright or trade secret rights resulting from or relating to the use or licensing of the Licensed Database by LICENSEE.

## 10. Indemnity and Disclaimer of Warranties

Except as expressly set forth in this Agreement, EMBLEM makes no representations or warranties, expressed or implied.

The Licensed Database is provided free of charge, and, therefore, on an "as is" basis, without warranty of any kind, explicitly or implicitly, including without limitation the warranties that it is free of defects, virus free, able to operate on an uninterrupted basis, merchantable, fit for a particular purpose or non-interfering. The entire risk as to the quality and performance of the Licensed Database is borne by LICENSEE.

By way of example, but not limitation, EMBLEM makes no representations or warranties of merchantability or fitness for the Licensed Database and any particular application or that the use of the Licensed Database will not infringe any patents, copyrights or trademarks or other rights of third parties. The entire risk as to the quality and performance of the Licensed Database is borne by LICENSEE. EMBLEM shall not be liable for any liability or damages with respect to any claim by LICENSEE or any third party on account of, or arising from the license or use of the Licensed Database by LICENSEE.

In no event will EMBL or its affiliates be liable for any indirect, special, incidental or consequential damages arising out of LICENSEE's use of or inability to use the Licensed Database, including, without limitation, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

LICENSEE will be liable for all damages without limitation, in proportion to and to the extent that they are caused by abuse by LICENSEE of the Licensed Database service on EMBL's server.

LICENSEE has no right to claim any indemnification based on LICENSEE's use of Licensed Database.

## 11. Promotional Advertising & References

LICENSEE may not use the name "EvoCellIDB" in its promotional advertising, product literature, and other similar promotional materials to be disseminated to the public or any portion thereof. LICENSEE agrees not to identify EMBL and/or EMBLEM in any promotional advertising or other promotional materials to be disseminated to the public, or any portion thereof without EMBLEM's prior written consent. For the avoidance of doubt, scientific literature is not defined as advertising and promotional materials.

LICENSEE agrees to cite the use of the Licensed Database on all related scientific publications, posters, grant applications, institutional reports or brochures. EMBLEM or EMBL shall not use LICENSEE's name in publicity

or advertising involving this Agreement or otherwise without LICENSEE's prior written consent which may be withheld at LICENSEE's sole discretion.

## 12. Term

This Agreement and the license rights granted herein shall become effective on the date of the first access to the Licensed Database shall be perpetual unless terminated in accordance with this Section. This Agreement may be amended at any time by agreement of the parties, expressed in writing and signed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties, and no other terms shall apply unless explicitly incorporated herein.

EMBLEM may terminate the provision of access to the Licensed Database and/or this Agreement at any time.

Either party may terminate this Agreement at any time effective upon the other party's breach of any agreement, covenant, or representation made in this Agreement, such breach remaining uncorrected sixty (60) days after written notice thereof.

LICENSEE shall have the right, at any time, to terminate this Agreement without cause by written notice to EMBLEM specifying the date of termination.

## 13. Data Protection

The Parties shall comply with (i) the European Regulation 2016/679 relating to the processing of personal data as of its date of application and (ii) any regulation relating to the processing of personal data applicable during the term of this Agreement (altogether, "Applicable Data Protection Legislation"). The Parties commit in particular to:

- (a) communicate to each other, personal data relating to data subjects only to the extent that the personal data have been legally collected and processed;
- (b) guarantee that they have duly informed data subjects in compliance with the Applicable Data Protection Legislation, and that, where required, they have obtained a valid consent from data subjects, in particular in relation to the processing made by the Parties for the purpose of this Agreement;
- (c) process the personal data for the sole purposes as strictly necessary for the performance of the Agreement and as strictly agreed by the Parties;
- (d) share the personal data collected and processed as a result of the Agreement only with third parties which would provide the same guarantees as the one defined hereunder;
- (e) refrain from transferring personal data with third parties located out of the European Economic Area without having first obtained the other Party's consent;
- (f) implement technical and organizational measures to ensure an adequate level of protection to the personal data processed; and
- (g) delete all personal data after they are no longer necessary for the purpose of the Agreement or upon request of the other Party.

## 14. Governing Law

This Agreement shall be construed in accordance with the laws of Germany. Place of Jurisdiction shall be Mannheim.

15. General

The parties agree that this Agreement is the complete and exclusive agreement among the parties and supersedes all proposals and prior agreements whether written or oral, and all other communications among the parties relating to the subject matter of this Agreement. Failure by either party at any time to enforce any of the provisions of this Agreement shall not constitute a waiver by such party of such provision nor in any way affect the validity of this Agreement.

If any section or part of this Agreement is held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and the parties agree to negotiate in good faith to agree upon replacement language that expresses the parties' intent in a manner that is valid and enforceable.

IN WITNESS WHEREOF, the LICENSEE hereto has caused this Agreement to be duly executed on the date of the publishing of the database.

I have read this License Agreement and I agree to uphold the terms and conditions of this license.