License Agreement on the XLOGP3 Software
for Academic/Governmental End Users

This document establishes a legal agreement between **LICENSEE** and the Shanghai Institute of Organic Chemistry ("**SIOC**"). SIOC has developed a set of computer programs for computing octanol-water partition coefficient as well as some other properties of organic molecules, which is referred to as "**XLOGP3**" herein, for use by trained individuals in applicable research fields.

This agreement grants at no charge to LICENSEE a non-exclusive, non-transferable right to use XLOGP3 solely to conduct research in LICENSEE's interests. By using **XLOGP3**, LICENSEE agrees to be bound by the following terms:

1. SIOC has the full copyright of XLOGP3. No ownership rights of SIOC on XLOGP3 are conferred upon LICENSEE by this agreement.

2. XLOGP3 is provided "AS IS" without warranty of any kind. SIOC does not warrant that the data produced by XLOGP3 are complete, accurate or error-free which will meet LICENSEE'S requirements precisely.

3. LICENSEE agrees that SIOC has no obligation to provide to LICENSEE any maintenance, support, or update services. Should SIOC provide any revised versions of XLOGP3, such as XLOGP3.x, LICENSEE agrees that this agreement shall apply to such revised versions.

4. LICENSEE warrants that XLOGP3 is for LICENSEE'S internal use, and may not be reproduced, resold, loaned, or otherwise distributed to any third party.

5. Except as expressly permitted by this agreement, no other use of XLOGP3 is permitted, including, but not limited to: (i) use for the benefit of, on behalf of, or upon the request of any other party; (ii) reproduction, adaptations, or preparation of derivative works of XLOGP3; (iii) reverse engineering, decompiling, disassembling, or attempting to otherwise access any source codes of XLOGP3.

6. Notwithstanding the above limitations on the license, LICENSEE may publish and otherwise publicly disclose the research that LICENSEE conducts with the use of XLOGP3. LICENSEE shall cite the usage of XLOGP3 in any resulting publication by taking appropriate references to XLOGP3.

If LICENSEE at any time fails to abide by the terms of this agreement, SIOC shall have the right to immediately terminate the license granted herein, and pursue any other legal or equitable remedies available.

This agreement represents the complete and exclusive statement of the agreement between SIOC and LICENSEE, and supersedes all prior agreements, proposals, representations and other communications, verbal or written, between them with respect to the access and use of XLOGP3. This agreement may be modified only with a mutual written approval of authorized representatives of both parties.

Revised in Nov 2007.