

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE ACCESSING, DOWNLOADING, INSTALLING, OR USING ANY SOFTWARE PROVIDED BY SCHRÖDINGER, L.L.C. (“SCHRÖDINGER”).

BY DOWNLOADING, INSTALLING, ACCESSING OR USING THE SOFTWARE OR BY ACCEPTING OR EXECUTING A PRICE QUOTATION, PURCHASE ORDER, CONFIRMATION OR SIMILAR DOCUMENT, YOU (“LICENSEE”) AGREE TO BE BOUND BY THE TERMS OF THIS DOCUMENT, THE PRICE QUOTATION AND THE ADDITIONAL DOCUMENTS INCORPORATED, REFERENCED AND ATTACHED HEREIN, INCLUDING: ATTACHMENT I: LICENSE GRANT (NON-HOSTED SOFTWARE), ATTACHMENT II: LICENSE GRANT (HOSTED SOFTWARE), AND EXHIBIT A: ADDITIONAL DEFINITIONS (TOGETHER, THE “AGREEMENT”). IN ADDITION, ANY PRICE QUOTATION WHICH LICENSEE SIGNS OR ACCEPTS ONLINE THROUGH SCHRÖDINGER’S ONLINE PROCESS OR OTHERWISE INDICATES ACCEPTANCE BY PROVIDING A PURCHASE ORDER SHALL BE DEEMED TO BE ACCEPTANCE OF THIS AGREEMENT. IF THIS AGREEMENT IS CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT. TERMS OF ANY PURCHASE ORDER, CONFIRMATION OR SIMILAR DOCUMENT, PROVIDED BY LICENSEE TO SCHRÖDINGER WILL HAVE NO EFFECT AND SCHRÖDINGER DOES NOT AGREE TO ITS TERMS.

1. SOFTWARE

“Software” means the licensed software product identified on an applicable Price Quotation.

- 1.1. Licensee Responsibilities. Licensee is responsible for Licensee’s Users’ compliance with this Agreement. Licensee is responsible for all of Licensee’s uses and accounts. Licensee will be responsible for maintaining the security of Licensee’s accounts, passwords and files. Licensee and Users cannot share Licensee’s accounts or passwords or allow any third party to use Licensee’s accounts or passwords. Licensee will exercise reasonable precautions to prevent unauthorized use of the Software.
- 1.2. Audit Right. During this Agreement and for three (3) years after expiration or termination, Licensee will keep complete and accurate records containing all the particulars that may be necessary to enable Schrödinger to verify that Licensee has complied with the terms of this Agreement, including, but not limited to, the scope of the license granted hereunder, the limitations on use of the Software, and any applicable third-party hosting providers’ terms and conditions. Licensee shall permit such records to be inspected once a year during regular business hours, upon reasonable notice, by Schrödinger or its auditor. Such audits will be at Schrödinger’s expense unless an audit shows that Licensee has exceeded its permitted scope of use or is otherwise not in compliance with this Agreement for any period subject to audit, in which case Licensee shall promptly reimburse Schrödinger for the costs of the audit, including, but not limited to, independent auditor fees and costs.
- 1.3. License Management Software. Schrödinger may use license management software to prohibit the software from being used beyond the scope of the license in this Agreement. Licensee consents to the incorporation of such mechanisms. Licensee shall not tamper or interfere with the license management software in any way. Licensee may be granted a password to the license management software and Licensee is solely responsible for protecting the confidentiality and security of the password.

2. TERM AND TERMINATION

- 2.1. Term. This Agreement shall commence as of the earlier of the last date of signature or upon Licensee’s access to the Software (the “Effective Date”), and will continue (unless earlier terminated) for three (3) years or until all Price Quotations subject to this Agreement have expired or terminated (the “Term”). Prior to the expiration of the then current Term, the parties may extend or renew such Term upon mutual written agreement, such as through another accepted Price Quotation.
- 2.2. Termination. Schrödinger shall have the right to immediately terminate this Agreement with no refund: (a) for a material breach of this Agreement by Licensee if such breach remains uncured for thirty (30) days (or ten (10) days for nonpayment) after receiving notice from Schrödinger of such breach or (b) immediately if Licensee becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Schrödinger shall have the right to terminate this Agreement upon written notice to Licensee in the event of the termination of a third party license to code that is included in the Software or termination of third party hosting services used in connection with the Software, provided that, in the event of any such termination of this Agreement, Schrödinger shall refund any license fees paid by Licensee for such Software on a pro rata basis depending on the portion of the license period that has passed as of the date of termination of this Agreement. In the event of termination or expiration of this Agreement for any reason, Licensee shall promptly return the Software, and all copies, to Schrödinger and shall discontinue all usage. Upon expiration or termination of this Agreement, Sections titled Term and Termination, Ownership Rights, Warranties, Confidentiality,

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

Indemnity, Limitation of Liability, Academic Restrictions (to the extent applicable) and General shall survive expiration or termination.

3. OWNERSHIP RIGHTS

- 3.1. Software. Schrödinger (and its licensors where applicable) owns the Software and any supporting documentation and materials and will retain all intellectual property rights relating to such Software and any supporting documentation and materials. Schrödinger will retain all intellectual property rights relating to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any third party relating to the Software, which shall be assigned to Schrödinger. This Agreement is not a sale of Software and does not convey to Licensee any rights of ownership in or related to the Software or any intellectual property rights. All rights not expressly granted by Schrödinger under this Agreement are reserved.
- 3.2. Licensee Data. Licensee retains all ownership and intellectual property rights in and to Licensee's content, information and data ("Licensee Data").
- 3.3. Restrictions on AI/ML.
 - a. If any machine learning ("ML") models or ML predictions are trained to, on, using, or based on any data of Schrödinger or generated from the Software (such as, but not limited to, data, simulations, or methodologies) (collectively, "ML Models"), Licensee (i) shall not directly or indirectly, itself or via its contractors, service providers, customers, or other third parties (including, but not limited to, open source libraries or repositories), disclose, incorporate, combine, or distribute any such ML Models to third parties, or (ii) shall use such ML Models only for Licensee's internal projects. Violation of this Section 3.3(a) shall give rise to Schrödinger having the right to immediately terminate this Agreement by providing written notice to Licensee, and Licensee's opportunity to cure pursuant to Section 2.2 shall not apply.
 - b. If any ML Model is disclosed (directly or indirectly) to any such third parties (as stated in Section 3.3(a) by Licensee), (i) Licensee shall, within seven (7) days of such disclosure, provide Schrödinger with a copy of the predictions contained in such disclosure, and (ii) Licensee shall delete or destroy all copies of any such disclosed ML Model in its possession or control and shall use best efforts to have all disclosed copies (and derivative works thereof) deleted, destroyed, taken down, and/or removed from access.
- 3.4. Use of Marks and Names.
 - a. Licensee shall not use Schrödinger's names or marks or employee names, or adaptations, ("Marks") in connection with any advertising, promotional or sales materials without Schrödinger's prior written consent.
 - b. If the Licensee uses the Software to obtain results that are published in a scientific or research publication, Licensee shall acknowledge its use of the Software with an appropriate citation referencing Schrödinger.
 - c. Licensee agrees that Schrödinger may use Licensee's name and logo to identify Licensee as a customer of Schrödinger as part of a general list of Schrödinger customers for use and reference in Schrödinger corporate, promotional, sales and marketing materials and press releases.
- 3.5. Protection. Licensee shall inform Schrödinger promptly in writing of any alleged or actual infringement of Schrödinger's Software or Marks.

4. WARRANTIES

- 4.1. Schrödinger Limited Warranty. Schrödinger warrants that the Software will perform substantially in accordance with the accompanying documentation for a period of thirty (30) days from the date of Schrödinger's provision of the Software to Licensee (the "Warranty Period"). Schrödinger's sole and exclusive obligation and liability for any breach of the foregoing warranty shall be, in Schrödinger's sole discretion: (i) to use commercially reasonable efforts to repair or replace the Software; or (ii) to refund any license fees paid by Licensee for the Software. Schrödinger's aforementioned obligation and liability is conditioned upon receipt of written notice from Licensee of non-performance within the Warranty Period. The warranty does not apply to : (i) to Software that has been modified from its standard form as provided by Schrödinger or that is not up to date with all updates, enhancements and new releases/new versions released by Schrödinger, (ii) to difficulties or defects that are not reproducible or that are due to Licensee's computer hardware, third party software, environment (including hosting services), operating system or other causes external to the Software, or (iii) to use of the Software in a manner or purpose for which it was not intended.
- 4.2. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE SCHRÖDINGER LIMITED WARRANTY SECTION, THE SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. SCHRÖDINGER DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS; THE OPERATION OF THE

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

SOFTWARE AND ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCHRÖDINGER AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF ACCURACY, CORRECTNESS, USE OR APPLICATION, ADEQUACY AND SUITABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. LICENSEE ACKNOWLEDGES THAT SCHRÖDINGER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SCHRÖDINGER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

- 4.3. Licensee Warranty. Licensee represents and warrants that it has the legal power and the authority to enter into this Agreement.
- 4.4. Trial Use of the Software. Licensee may order the Software for trial purposes subject to the terms and conditions of this Agreement. When provided on a trial basis the Software is provided “AS IS” and Schrödinger does not offer any warranties of any kind for such Software.

5. CONFIDENTIALITY

5.1. Confidential Information.

- a. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose certain non-public information (“Confidential Information”). In the case of Licensee, Confidential Information expressly includes Licensee Data. The Receiving Party agrees to: (i) keep Confidential Information in strict confidence, (ii) give access to such Confidential Information solely to those employees or agents with a need to have access thereto for purposes of this Agreement, and (iii) Receiving Party will exercise at least the same degree of care to safeguard the confidentiality of Disclosing Party’s Confidential Information that it exercises to safeguard its own confidential information (but no less than reasonable care).
- b. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document: (i) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.
- c. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party shall endeavor to provide Disclosing Party notice of such disclosure. Each party is responsible for any breaches of its confidentiality obligations by its respective employees and agents.

- 5.2. Licensee Confidential Information. Licensee acknowledges that Schrödinger may need to access Licensee’s Confidential Information for the purpose of providing support for Software or Technology Services.

6. INDEMNITY

- 6.1. By Schrödinger. Schrödinger agrees to defend Licensee against any third party claim that the Software infringes a valid United States: (a) patent (issued as of the Effective Date), (b) copyright, or (c) trade secret, of such third party. Schrödinger agrees to indemnify Licensee for settlement amounts or damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) finally awarded and arising out of any such third party claim.
- 6.2. Exclusions. Schrödinger shall have no liability or obligation to Licensee with respect to any claim based upon (i) any use of the Software not strictly in accordance with this Agreement and all related documentation, (ii) use of any Software in an application or environment or on a platform or with devices for which it was not designed or contemplated, (iii) alterations, combinations or enhancements of the Software not created by Schrödinger, (iv) that portion of any Software which implements Licensee’s requirements, (v) Licensee’s continuing allegedly infringing activity after being notified or its continuing use of any version of the Software after being provided modifications that would have avoided the alleged infringement, (vi) Software combined or bundled with any non-Schrödinger products, processes or materials where the alleged infringement relates to such combination, (vii) the use of a version of the Software other than the version that was current at the time of such use, as long as Schrödinger

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

provided Licensee with such non-infringing version, or (viii) any intellectual property rights in which Licensee or any of its affiliates has an interest.

- 6.3. By Licensee. Licensee agrees to (i) defend Schrödinger against any third party claim that results from Licensee's use of the Software and (ii) indemnify Schrödinger for settlement amounts and damages, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) finally awarded and arising out of such third party claim.
- 6.4. Exclusions. Licensee's obligation to indemnify does not apply to the extent that a third party claim is caused by or based upon: (i) the gross negligence or willful misconduct of Schrödinger or (ii) a breach by Schrödinger of any applicable law.
- 6.5. Conditions. The indemnifying party's obligations are conditioned on the party seeking indemnification providing prompt written notice and reasonable cooperation, information, and assistance in connection therewith. No indemnifying party may settle or compromise any claim without the prior written consent of the indemnified party, except where such settlement or compromise is solely for monetary damages as to which the indemnified party is fully indemnified.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SCHRÖDINGER OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST BUSINESS OR PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICES IN CONNECTION WITH THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE MAINTENANCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SCHRÖDINGER'S AND ITS AFFILIATES' ENTIRE AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT, FOR ANY REASON(S) AND UPON ANY CAUSE(S) OF ACTION WHATSOEVER, SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY LICENSEE FOR THE USE OF THE SOFTWARE UNDER THE APPLICABLE PRICE QUOTATION GIVING RISE TO SUCH LIABILITY. NO LICENSOR OF SCHRÖDINGER SHALL HAVE ANY LIABILITY TO LICENSEE FOR LOSS OR DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SOFTWARE.

8. TECHNOLOGY SERVICES

Licensee may purchase certain Technology Services (as further described in the applicable Price Quotation and/or Statement of Work). In no event will Schrödinger's licensors be obligated to provide any maintenance, installation, Technology Services or support services of any kind.

9. MAINTENANCE

Maintenance means: (a) technical support by telephone and e-mail (during regular business hours, with no guaranteed response time) and (b) bug fixes and new releases/new versions (which shall be deemed part of the Software). Maintenance is included in the applicable license fees. Maintenance is only available for hardware and software environments configured as specified in the Software's documentation. Maintenance will terminate upon termination or expiration of the Agreement. Schrödinger reserves the right to discontinue Maintenance for Licensee's installed version of the Software. Licensee is solely responsible for backing up the Software and performing other basic maintenance as set forth in the Software's documentation. Schrödinger does not represent or warrant that Maintenance will remedy any problem with the Software. Services provided by Schrödinger beyond Maintenance will be subject to additional fees.

10. ACADEMIC RESTRICTIONS

10.1 If Licensee is a university, non-profit or other similar institution purchasing a License to the Software under a Non-Commercial License (as set forth in the Price Quotation), the License granted by Schrödinger is subject to the following usage limitations: (i) only a Qualified Non-Commercial User may use the Software; (ii) the Software may only be used for academic or research purposes and cannot be used, directly or indirectly, for any project that supports, or is supported by, commercial efforts or a commercial enterprise, provided that this restriction shall not apply to basic research projects supported by a commercial enterprise where such commercial enterprise has no commercial or proprietary interest or rights in the outcome of such basic research; and (iii) any results, inventions, or discoveries generated using the Software are to be publicly disclosed and may not be kept confidential or proprietary, and such results or discoveries should be made available in and dedicated to the public domain without restriction. Licensee shall not use the Software for commercial purposes, or maintain the confidentiality of results

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

or discoveries, unless Licensee pays in advance for an upgrade of its Non-Commercial License to a full commercial license pursuant to the then-current pricing generally offered by Schrödinger to its customers. A “Qualified Non-Commercial User” is a student enrolled at an accredited higher education institution, a faculty or staff member employed by an accredited higher education institution, or an employee of a not-for-profit organization or government agency.

- 10.2 If Licensee or its licensee, sponsor, or affiliate (including, but not limited to a separate organization affiliated with Licensee for technology development and/or transfer) has a patent application filed (regardless of ownership or who files) which includes at least one claim to a composition of matter, article, method, process, or product-by-process, any of the foregoing of which is based on or contains data obtained from or generated by the Software, Licensee shall immediately after becoming aware of such filing notify Schrödinger in writing thereof. And, in the event of such filing Licensee agrees to pay Schrödinger within thirty (30) days thereof three times the difference between Schrödinger’s then-current standard fee for a Commercial License and Non-Commercial License.

11. GENERAL

- 11.1. Governing Law. This Agreement and its enforcement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts-of-law principles. The exclusive venue for any action relating to this Agreement shall be the state and federal courts situated in the State of New York, County of New York, and each party expressly consents to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 11.2. Compliance with Laws. Export Controls. The Software, the source code and related technology, are subject to the U.S. Export Administration Regulations (“EAR”) and the U.S. sanctions administered by the Office of Foreign Assets Control (“OFAC”), and to the extent used in performance of military or defense services, the International Traffic in Arms Regulations (“ITAR”). Licensee represents and warrants that: (a) Licensee is not a national, resident, or located in any country subject to U.S. export restrictions, including, but not limited to, Cuba, Iran, North Korea, Syria, and the Crimea Region of Ukraine; (b) Licensee is not an individual or entity on a Denied Party List (as the term is defined by the Department of Commerce’s Bureau of Industry and Security) maintained by the U.S. Government; (c) Licensee will comply with all applicable laws, rules or regulations, including, without limitation, EAR and ITAR; (d) Licensee will not directly or indirectly sell, provide, transfer, export, reexport, divert, loan, or otherwise dispose of the Software to (i) a foreign national, (ii) any country subject to U.S. export restrictions, or (iii) any individual or entity of Denied Party List maintained by the U.S. Government; and (e) Licensee will not use or allow others to use the Software, the source code and related technology for any end-use restricted by U.S. export controls (including, without limitation, the development, production or use of nuclear, chemical or biological weapons or missiles).
- 11.3. Force Majeure. Neither party shall be liable for failure to perform an obligation under this Agreement where such failure is due to fire, flood, labor dispute, disease, pandemic, natural calamity, acts of the government or other causes beyond its reasonable control.
- 11.4. Relationship. The parties are independent contractors. No agency, partnership, or joint venture is created by this Agreement.
- 11.5. Entire Agreement; Modification; Severability; Waiver. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, relating to the subject matter hereof. This Agreement may not be modified or altered except by a written instrument duly executed by both parties. If any provision of this Agreement is deemed to be unenforceable, that provision shall be enforced to the maximum extent permitted to affect the parties' intentions hereunder, and the remainder of this Agreement shall continue in full force and effect. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder. In the event of any inconsistency among the Price Quotation, the Statement of Work (if any), and the Agreement, the controlling provisions shall be determined by reference to the following order: (i) Statement of Work (if any), (ii) Price Quotation, and (iii) Agreement.
- 11.6. Notices. Any notices hereunder shall be in writing. Receiving Party’s address is as set forth on the applicable Price Quotation and if no address is set forth the headquarters identified on its website. Either party may change its address by giving written notice to the other party. Notices will be deemed to have been duly given: (i) if personally delivered, when received; (ii) if via email to legal@schrodinger.com, two (2) business days after sending; confirmation of receipt requested; (iii) if sent for next day delivery by recognized overnight delivery service; two (2) business days after sending; and (iv) if sent by certified or registered mail, upon receipt, return receipt requested.
- 11.7. Counterparts. This Agreement may be executed electronically in any number of counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

11.8. Assignment. Licensee may not assign or transfer this Agreement in whole or in part, including by operation of law, change of control, asset sale or merger without prior written consent of Schrödinger. Any assignment or transfer or attempt to assign or transfer this Agreement in violation of this provision is null and void and may constitute grounds for termination of the Agreement.

-----THIS SECTION INTENTIONALLY LEFT BLANK-----

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement as of the Effective Date.

SCHRÖDINGER, LLC

By Its Sole Member, Schrödinger, Inc.

[LICENSEE]

By:

By:

Name:

Licensee: _____

Licensee Address: _____

Name: _____

Title:

Title: _____

Date:

Date: _____

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

ATTACHMENT I: LICENSE GRANT (NON-HOSTED SOFTWARE)

LICENSE GRANT; RESTRICTIONS

1. **License Grant.** Subject to the terms and conditions of this Agreement, Licensee's payment of the applicable license fees, and any applicable User/use and period limitations, Schrödinger grants Licensee a limited, nonexclusive, non-transferable, non-assignable, non-sublicensable license and right to install and use internally, in object code form only the Software solely for Licensee's own internal business purposes in accordance with the applicable Price Quotation. Schrödinger reserves all rights not expressly granted in this Agreement.
2. **Restrictions.** Licensee may not make copies of the Software except as necessary for bona fide backup or archival purposes and ensure all proprietary rights notices on the Software are retained on such copies. Licensee will not (and will not permit any third party to) directly or indirectly: (i) modify, translate, adapt, create derivative works from or decompile the Software, or create or discern (or attempt to do so), by reverse engineering or otherwise, the source code from the object code supplied hereunder, (ii) rent, lease, loan, sell, transfer, publish, display, distribute, disclose or make the Software available to third parties or use the Software in a service bureau, time-sharing or outsourcing service or otherwise use the Software for the benefit of third parties, (iii) remove or alter any proprietary rights notices on the Software, (iv) disclose or otherwise make available any information or materials contained in or related to the Software or documentation (including license keys), or (v) disclose any analysis, performance benchmark or performance information of the Software or documentation to any entity (except to Licensee's employees having a need to know for purposes of authorized use and who are informed in writing of the obligations of this section) or use any of the foregoing other than as expressly authorized. Licensee will notify Schrödinger immediately of any actual or imminent unauthorized access, use or disclosure of, any of the foregoing. Licensee recognizes that the unauthorized access, use or disclosure of any of the foregoing will give rise to irreparable injury to Schrödinger for which monetary damages may be an inadequate remedy; and Licensee agrees that Schrödinger may seek and obtain injunctive relief against the breach or threatened breach of Licensee's obligations, in addition to any other legal and equitable remedies which may be available.

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

ATTACHMENT II: LICENSE GRANT (HOSTED SOFTWARE)

RIGHTS GRANTED; RESTRICTIONS.

1. **Grant of Rights.** Subject to the terms and conditions of this Agreement, Licensee's payment of the applicable license fees, and any applicable user/use and period limitations, Schrödinger grants Licensee a limited, nonexclusive, non-transferable, non-assignable right to access and use the Software solely for Licensee's own internal business purposes in accordance with the applicable Price Quotation. Schrödinger reserves all rights not expressly granted in this Agreement.
2. **Restrictions.** Licensee will not make copies of the Software. Licensee will not (and will not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Software, documentation or data related to the Software; (ii) modify, translate, or create derivative works based on the Software; (iii) use the Software for time-sharing or service bureau purposes or for any purpose other than its own internal use for its own internal benefit; (iv) use the Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights, (v) remove or alter any proprietary rights notices or markings in the Software, (vi) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Software, (vii) interfere or attempt to interfere with the proper working of the Software, (viii) use the Software or permit use of the Software, for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful or offensive, (ix) upload content or use the Software to engage in activities that infringe or misappropriate the intellectual property or proprietary rights of others or activities that may damage, interfere with, intercept or expropriate any system, program, or data, (x) disclose or otherwise make available any information or materials contained in or related to the Software or documentation, or (xi) disclose any analysis, performance benchmark or performance information of the Software or documentation to any entity (except to Licensee's employees having a need to know for purposes of authorized use and who are informed in writing of the obligations of this section) or use any of the foregoing other than as expressly authorized. Licensee shall notify Schrödinger immediately of any actual or imminent unauthorized access to, use or disclosure of, any of the foregoing. Licensee recognizes that the unauthorized access, use or disclosure of any of the foregoing will give rise to irreparable injury to Schrödinger for which monetary damages may be an inadequate remedy; and Licensee agrees that Schrödinger may seek and obtain injunctive relief against the breach or threatened breach of Licensee's obligations, in addition to any other legal and equitable remedies which may be available.
3. **Third Party Hosting Provider.** Schrödinger's provision of the Software is subject to the terms and conditions of Schrödinger's third party hosting provider, and such terms and conditions may change during the applicable Term. Licensee acknowledges and agrees that if such third party hosting provider terms change, modifications to Licensee's Software and the terms of this Agreement may be necessary. Licensee also acknowledges and agrees that such third party hosting provider may perform scheduled or unscheduled repairs or maintenance, or Schrödinger may remotely patch or upgrade the Schrödinger Software installed on its systems, which may temporarily degrade the quality of the Software or result in partial or complete outage of the Schrödinger Software that is part of the Software. Any such degradation or interruption shall not give rise to a refund or credit of any fees paid by Licensee. Schrödinger will use commercially reasonable efforts to notify Licensee of any changes to the Software.
4. **Licensee Data.** In connection with Schrödinger's provision of the Software, it may be necessary for Schrödinger to obtain, receive, or collect Licensee Data. In such cases, Licensee grants Schrödinger a non-exclusive, worldwide, royalty-free, non-revocable license to use, compile, distribute, display, store, process, or reproduce Licensee's Data solely to facilitate Schrödinger's provision of the Software to Licensee. Licensee also grants Schrödinger the right to copy, monitor and maintain such Licensee Data during the Term for backup purposes and to facilitate providing Licensee with the Software. Additionally, Schrödinger may collect and store analytic data based on Licensee's use of the Software (e.g., application response times, sequence of how Users interact

SCHRÖDINGER, L.L.C. END USER LICENSE AGREEMENT

with the Software, etc.) in an anonymous manner not attributable to Licensee specifically. Licensee also grants Schrödinger the right to monitor and to use such data in connection with its internal business purposes (including, without limitation, maintaining and improving the Software). Licensee represents and warrants that Licensee has obtained all rights, permissions, and consents necessary to use and transfer the Licensee Data within and outside of the country in which Licensee is located in conjunction with Schrödinger's provision of the Software or Licensee's use of the Software.

EXHIBIT A: ADDITIONAL DEFINITIONS

1. Types of Licenses

Casual User License

A Casual User License means a License to use Software under a Seat License except that support inquiries are to be coordinated with a Power User License.

Department License

A Department License means a license for all users within a single academic department.

Floating License

A Floating License means a concurrent license that allows use of the applicable Software to run a number of Jobs equivalent to the number of Floating Licenses purchased for the applicable Software.

GPU Core License

1 GPU Core License allows for 5120 GPU Cores to run with the licenses corresponding to the Desmond GPU, FEP+ or WaterMap Utilities products.

Job or Instance

A Job or Instance means a single incident of Software executing on a single processor core. ~~Despite~~ the foregoing, each Floating License to Jaguar allows for a Job to run on an unlimited number of processor cores simultaneously. Each Floating License to WaterMap Core allows simultaneous execution of 1 WaterMap Core Job. GPU enabled products are licensed under GPU Core Licenses.

Laboratory & Classroom License

A Laboratory & Classroom License means a license for one researcher/instructor and his/her students.

On Demand License

An On Demand License means a license to run the applicable Software (a) for up to a specified quantity of CPU Hours or GPGPU Hours or (b) on up to a specified quantity of Compounds, in each case as specified in the applicable Price Quotation QUOTATION. Licensee shall not be given any refund or credit if Licensee uses less than the purchased quantity of CPU Hours, GPGPU Hours or Compounds during the Term specified in the applicable Price Quotation. Licensee is required to access Schrödinger's cloud license server for purposes of usage monitoring. Provision and maintenance of such a server shall be at Schrödinger's sole cost and expense. As used in this Agreement, a single "Compound" is defined as any distinct chemical entity. For example, each tautomer, ionization state and stereoisomer are a separate compound and counted as one (1) Compound. A maximum of two (2) perturbations is permitted per Compound. A "GPGPU Hour" is defined as one (1) hour of compute time on one (1) GPGPU. A "CPU Hour" is defined as one (1) hour of compute time on one (1) CPU.

Node-locked License

A Node-locked License means a license to use the Software on a specified computer.

Perpetual License

For any pro-rata refunds due under a Perpetual license, refunds will be calculated as a portion of a five-year period. Maintenance for one (1) year is included in the applicable license fees for perpetual licenses and new releases/new versions will be at an additional charge.

Professional License

A Professional License means a Seat License for Licensees of PyMOL, AxPyMOL and/or JyMOL.

Power User License

A Power User License means a license in which the User is empowered to act on behalf of itself and those with Casual User Licenses for support inquiries.

Seat License

A Seat License means the ability for one (1) authorized user of Licensee to use the Software under the terms and conditions of the End User License Agreement and the applicable Price Quotation for the Term set forth in this Agreement. A License may not be shared or used concurrently among different users.

EXHIBIT A: ADDITIONAL DEFINITIONS

Server License	A Server License means that Licensee may install Software on one (1) license server at one (1) site for use by an unlimited number of end users.
Site License	A Site License means a license to run unlimited instances of the Software at a single specified customer site.
Subnet License	A Subnet License means a license to use the Software on computers in a specified IP subdomain.
Token	<p>A Token is a measure used to describe Licensee's use of any Instance of the Software at a given time. Each use or running of a Job using Software at a given time shall count as a certain number of Tokens, as determined, measured and administered by license management program mechanisms provided as part of the Software. Within a Token Library, a Token is interchangeable and permits usage and access to and among Software.</p> <p>The following number of Tokens are required to run a Job within various elements of the Software: MS Transport (1), MS Penetrant Loading (1), Quantum Espresso Interface (1), Canvas (1), ConfGen (3), Core Hopping (5), Desmond GPU (variable to GPU size), Field-based QSAR (5), Epik (1), Glide (5), Jaguar (2), Jaguar pKa (3), LigPrep (1), MacroModel (2), (1), Membrane Permeability (8), MS Combi (5), OPLS3e (1), QikProp (2), QSite (4), P450 SOM Prediction (8), Phase (5), PIPER (1), Prime (8), PrimeX (8), Shape Screening (1), SiteMap (1), Strike (1), XP Visualizer (1), GA Optoelectronics (1) AutoQSAR (2), BioLuminate (1), MS CG (1), MS Jaguar (2), WaterMap GPU (variable to GPU size)</p>
Token Library	A Token Library means a collection of Software accessible to a User by the User's application of the Tokens attributable to any particular Software program in the Library.
User	An individual within Licensee's organization who is authorized to use the Software on Licensee's behalf.
User License	A User License means a single individual authorized to access Software and to use the results generated in another interactive software application (which does not include, by way of example, static electronic documents or printed material or scientific or technical publications). If one User accesses Software and a different User uses the results generated from that User in another interactive software application, two (2) User Licenses are required. Only one User may be assigned to each User seat, and no User log-in and password to the Software may be shared.

2. BioLuminate Restrictions. With respect only to the licenses granted by Schrödinger to the BioLuminate software, the following additional terms and conditions apply:

- 2.1 If a license(s) to PIPER is granted, one (1) PIPER license may allow distribution across CPUs within the same device to execute jobs.