

DATABASE LICENSE AGREEMENT

This Database License Agreement ("Agreement") is entered into by and between QuantumFuture Scientific Software LLC (referred to as "Licensor") and the user (referred to as "Licensee").

1. DEFINITIONS

1.1. **Database:** The term "Database" refers to the scientific database being licensed under this Agreement.

2. LICENSE GRANT

2.1. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a non-exclusive, non-transferable license to access and use the Database solely for the purpose of performing scientific research and developments in computational drug design.

3. RESTRICTIONS

3.1. Licensee shall not, directly or indirectly:

- a) Resell, sublicense, distribute, or otherwise transfer the Database to any third party, whether for monetary gain or otherwise.
- b) Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Database.
- c) Use the Database for any purpose other than the Licensed Use specified in Section 2.

4. OWNERSHIP

4.1. Licensee acknowledges and agrees that Licensor retains all rights, title, and interest in and to the Database, including all intellectual property rights.

5. BREACH AND PENALTY

5.1. In the event of a breach of this Agreement by Licensee, Licensee shall be liable to Licensor for a penalty amount equal to twice the estimated loss of business due to the breach of the license agreement, plus all legal expenses incurred by Licensor.

6. CONFIDENTIALITY

6.1. Licensee agrees to maintain the confidentiality of any non-public information related to the Database.

7. DISCLAIMER OF WARRANTIES

7.1. The Database is provided "as is" without any warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. LIMITATION OF LIABILITY

8.1. Licensor shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement or the use of the Database.

9. GOVERNING LAW

9.1. This Agreement shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of law principles.

10. ENTIRE AGREEMENT

10.1. This Agreement constitutes the entire agreement between the parties with respect to the Database and supersedes all prior or contemporaneous understandings or agreements, whether oral or written.