CYANA 2.1 Commercial Software License

The CYANA 2.1 Commercial Software License is a legal agreement, governed by the laws of Switzerland, between an end user (the "*Licensee*"), either an individual or an entity, and Dr. Peter Güntert (the "*Licensor*"). The program package CYANA 2.1 (copyright (c) 2002-2005 by Peter Güntert) for NMR structure calculation, comprising all computer programs, source code, license keys, documentation, example data and other files delivered to the *Licensee*, as well as any copies, modifications or derivative works made by the *Licensee*, are hereinafter referred to collectively as the "*Software*". A derivative work is any software that contains one or several parts of the *Software* in original or modified form. If the *Licensee* with updates of the *Software*, these will become part of the *Software* and will be controlled by this license.

1. The *Licensor* grants to the *Licensee* a non-exclusive, non-transferable, permanent license to install and use the *Software* on computer systems located at the site of the *Licensee*'s organization. However, a violation of any of the clauses of this license agreement by the *Licensee* shall terminate automatically and with immediate effect the *Licensee*'s right to install, use or store the *Software* in any form. Use of the *Software* is restricted to the *Licensee* and to direct collaborators who are members of the organization of the *Licensee* at the site of the *Licensee* and who accept the terms of this license. The *Licensee* shall neither use the *Software* to produce other software that duplicates functionality of the *Software* nor translate source code of the *Software* into another programming language.

2. The *Licensor* retains at all times ownership of the *Software* delivered to the *Licensee*. Any modifications or derivative works based on the *Software* are considered part of the *Software*, and ownership thereof is retained by the *Licensor*. All parts of the *Software* must carry the copyright notice, will be controlled by this license, and will be promptly destroyed by the *Licensee* upon termination of this license.

3. The *Licensee* shall not disclose in any form the *Software* or any modifications or derivative works based on the *Software* to third parties without prior written authorization from the *Licensor*.

4. The *Licensee* agrees that the *Software* has been developed in connection with academic research projects and is provided "as is". The *Licensor* disclaims all warranties with regard to the *Software* or any of its results, including any implied warranties of merchantability or fitness for a particular purpose. In no event shall the *Licensor* be liable for any damages, however caused, including, without limitation, any damages arising out of the use of the *Software*, loss of use of the *Software*, or damage of any sort to the *Licensee*.

5. The *Licensee* agrees that any reports or publications of results obtained with the *Software* will acknowledge its use by the literature citation: Güntert, P., Mumenthaler, C. and Wüthrich, K. (1997). Torsion angle dynamics for NMR structure calculation with the new program DYANA. *J. Mol. Biol.* **273**, 283-298. In addition, the *Licensee* agrees that any reports or publications of results obtained with the automated NOESY assignment module of the *Software* will acknowledge its use by the literature citation: Herrmann, T., Güntert, P. and Wüthrich, K. (2002). Protein NMR structure determination with automated NOE assignment using the new software CANDID and the torsion angle dynamics algorithm DYANA. *J. Mol. Biol.* **319**, 209-227.

6. The *Licensee* agrees to pay to *L. A. Systems, Inc.* (the "*Distributor*") the license fee specified by the *Distributor*. The *Distributor* will deliver the *Software* upon receipt of a completed and duly signed original of this license agreement and of the license fee.

Licensee:

Name:			
Unit:			
Institution:			
Address:			
City & Postal code:		Contact	person (if different from Licensee):
Country:		Name:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
Place and date:		Licensee's signature:	