



Web Application License Agreement (for Academic Institutions)

If Customer has purchased Pipeline Pilot Academic Base as indicated on an Attachment, Quote ID _____, this Web Application License Agreement is effective as of _____, 2011 (“*Effective Date*”) and incorporated into the Academic License and Services Agreement between the parties dated as of even date herewith (the “*Agreement*”). All capitalized terms used herein will have the meanings given to them pursuant to the Agreement unless otherwise set forth herein.

1. Definitions

1.1 “*Academic Community*” means persons other than Users who are students, researchers, or faculty members at a non-profit, degree granting institution of higher learning.

1.2 “*Web Application*” is an Internet-based browser user interface which is derived from purchased Products.

2. Grant of Web Application License

Subject to the terms and conditions below, Accelrys grants to Customer:

(a) The right to permit Users to create applications to publish externally as a Web Application, and

(b) Enable the Academic Community to access and use the Web Application

(collectively the “*Web Application License*”). For the avoidance of doubt, the Web Application License grant is limited to those Customers who have purchased Pipeline Pilot Academic Base.

3. Web Application License Terms and Conditions

The following terms and conditions apply to the Web Application License:

(a) Customer agrees to register within thirty (30) days any created Web Application at Accelrys’ marketplace at: <http://accelrys.com/about/legal/user-agreements.html>;

(b) Customer agrees not to publish externally any prohibited Products, a list of which can be found at: <http://accelrys.com/about/legal/user-agreements.html>. In the event a Web Application accessing the aforementioned Products is inadvertently uploaded, Customer agrees to remove the Web Application immediately;

(c) Customer agrees to use the following language on the front page of any Pipeline Pilot application uploaded to the Web Application, “Powered by Pipeline Pilot from Accelrys. Not for commercial use.” Customer agrees not to obscure such language;

(d) Customer agrees not to permit access or use of the Web Application to any person or entity not licensed herein, including, without limitation, any commercial enterprise;

(e) Customer shall grant to Accelrys free access to the Web Application;

(f) Customer shall follow currently accepted information technology best practices for keeping the Web Application secure;

(g) Customer shall monitor the Web Application to ensure that only members of the Academic Community access the Web Application. Without limitation, Customer shall require any persons accessing the Web Application to create and register a username and password in order to verify they are members of the Academic Community.

4. Rights Reserved by Accelrys

Accelrys has the right to reference any Web Application in its printed or electronic promotional materials.

5. Indemnification

Customer assumes the entire risk and performance of the Web Application and integrity of any data therein. Customer agree to indemnify and hold harmless Accelrys, and its successors and assigns, from any claim, action, liability, loss, damage, or suit arising from the existence or anyone’s use or inability to use the Web Application. In the event of any asserted claim, Accelrys shall provide the Customer reasonably timely written notice of same, and thereafter the Customer shall at its own

expense defend, protect, and save harmless Accelrys against the claim or any loss or liability under the claim. In the event Customer fails to defend and/or indemnify and save Accelrys harmless, Accelrys shall have full rights to defend, pay, or settle the claim without notice to the Customer and with full rights of recourse against the Customer for all attorney fees, costs, expenses and payments made or agreed to be paid to discharge the claim and in seeking recourse against Customer.

6. Web Application License Term and Termination

6.1 Term; Renewal. The term of this Web Application License Agreement begins on the Effective Date and continues for twelve (12) months, unless terminated earlier in accordance with this Section 6. The Web Application License Agreement will automatically renew as provided in the Agreement. Notwithstanding the foregoing, the Web Application License Agreement will automatically terminate upon the expiration or termination of the Agreement for any reason.

6.2 Termination. Customer may terminate this Web Application License Agreement by giving Accelrys at least thirty (30) days' notice of termination. Accelrys may terminate this Web Application License Agreement immediately upon written notice to Customer, with or without cause. Breach of this Web Application License Agreement will not be deemed a breach of the Agreement.

IN WITNESS WHEREOF, this Web Application License has been signed by duly authorized representatives of Customer and Accelrys.

CUSTOMER

ACCELRY'S SOFTWARE INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____