

GOLPE LICENSE AGREEMENT

Between: M.I.A. Multivariate Infometric Analysis S.r.l.

Viale dei Castagni 16, 06143 Perugia, Italy

(hereinafter called "Licensor")

And:

(hereinafter called "Licensee")

WHEREAS, the Licensor is the owner of the GOLPE package, a computer software written in C for data analysis in 3D-QSAR according to the SIMCA philosophy, and based on deriving the PLS model with optimal predictivity by means of a variable selection procedure,

WHEREAS, GOLPE's functionality when used with field graphs would result in a procedure which is subject of the patented Tripos SYBYL QSAR/CoMFA routines and

WHEREAS, Licensee is a Tripos SYBYL QSAR/CoMFA customer,

WHEREAS, the Licensee desires to use GOLPE to supplement its data analysis needs,

NOW THEREFORE, in consideration of the respective obligations assumed hereinafter we do mutually agree that:

1. License.- Licensor shall grant and the Licensee shall accept the terms and conditions hereinafter set forth: a non-transferable and nonexclusive license to use the program. Licensee's rights are those of a licensed user only and the program shall all times remain property of the owner.

2. Term.- This agreement shall become effective immediately and shall remain in effect so long as Licensee remains a current subscriber to SYBYL QSAR/CoMFA support from Tripos or unless terminated by the Licensee. Under these circumstances the license covers a term of 24 months. No part of the paid license fee will be refunded to the Licensee in case of license termination by the Licensee.

3. Charges.- The license fee of 9.000,00 EUR; shall be payable by the Licensee on receipt of the material specified under Clause 5, and covers maintenance and e-mail or fax support until the term specified under Clause 2. For the subsequent years the Licensee wishing to continue the license will pay an yearly fee of 2.100,00 EUR;.

4. Use.- For the license fee paid, Licensee may have as many simultaneous users as it has for QSAR/CoMFA. The Licensee states that the person responsible for the program is _____ . No fees or charges may be requested by the Licensee for its use.

5. Materials.- The Licensor will make available the current version of the package upon receipt of a signed copy of this agreement. The package will be downloaded from the net upon request to mia@miasrl.com and contains the package library and a User's manual. The key permitting the installation of the package will be transmitted upon receipt of a copy of the money order for payment.

6. Permission to copy and modify.- Licensee may copy any machine readable materials supplied by Licensor for installation, maintenance or backup purposes. The Licensee may modify the programs for its own use and merge it into other program material, provided that, upon termination of this license, any portions of it thus used will be completely removed from the program material. Any portion of the program included into other program material shall be used only at the site designated in this license.

7. Protection and Reference.- Licensee acknowledges that substantial sums and efforts have been expended in developing and maintaining the programs supplied that, therefore, represent a valuable intellectual property of the Owner. Licensor must take steps to protect such property and their rights to such property. Licensee therefore agrees to exercise those precautions to protect the proprietary interest and valuable trade secrets of Licensor. Accordingly, distribution of any machine-readable materials, in whole or in part, supplied by the Licensor, or copies of the same, as well as of any related material, is expressly prohibited except as specified under Clause 6. Any report or publication describing results obtained with the help of the package shall contain proper reference to the method. The use of the program should be acknowledged by reference to the program name and developers.

8. Discontinuance.- Within one week after the discontinuance of this license, as determined by the Licensee, the Licensee will certify to the Licensor in writing that the original and all copies, in whole or in part, in any form, including partial copies and modifications, of the program received from the Licensor or made in connection with this license have been destroyed. This notice should reach the Licensor at least one month before the date indicated under Clause 2.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as the complete and exclusive statement of the whether oral or written and all other communications relating to the subject matter of this agreement.

For the Licensor

By Monica Clementi

Date

(Signature)

For the Licensee

By

Date

(Signature)