

PROMOTER ACCESS AGREEMENT

This license permits the legal entity that executes this agreement (“User”) to use the data contained within the PlantCARE database for research only. No license has been granted to transfer such data to a third party.

1. License.

- a) VIB (“Flanders Institute for Biotechnology”) grants to the User access to its database of plant *cis*-acting regulatory elements and tools for *in silico* analysis of promoter sequences (“PlantCARE”) and to use such database and tools for research only. For the avoidance of doubt, User is entitled to use PlantCARE to evaluate and develop any target and/or marker genes.
- b) User agrees to pay VIB an access/use fee of 3,000 € (three thousand) EURO per annum (excluding VAT), for which VIB shall send User an invoice. This annual access/use fee may be adapted every year, which shall be communicated and motivated to the User one month in advance of every renewal of the license.
- c) User may disclose its results from using PlantCARE in scientific journals or presentations, provided, User acknowledges VIB for its contribution and shall include references as stated on the PlantCARE website (<http://bioinformatics.psb.ugent.be/webtools/plantcare/html/>) in any manuscript describing data obtained using PlantCARE.

2. Limitations of Use

- a) User agrees not to grant access to PlantCARE to a third party or allow a third party using the data or tools contained therein, unless with the explicit written approval from VIB. User agrees not to transfer any data from PlantCARE to a third party nor to reproduce, redistribute, repackage, adapt or prepare derivative works to the same, unless such third party obtains a license to PlantCARE.
- b) User agrees to exercise no less than a reasonable degree of care to ensure that access and use of PlantCARE is limited solely to its authorized personnel who are bound to the same restrictions as applicable to the User.

3. Intellectual Property Rights of Results

User shall own all rights, title and interest in and to any patentable result that will be generated from its use of PlantCARE.

4. No implied or other License

VIB is under no obligation to obtain or provide licenses from third parties that may be required for the use of PlantCARE by the User. Furthermore, the license granted under this agreement does not imply a license to any intellectual property right that VIB may have in the DNA sequence information, VIB’s annotations thereof (or any portion thereof), information on 2D gels, AA sequence information and analysis contained within PlantCARE.

4. Warranties/Liability/Indemnification

- a) Access and use of PlantCARE is provided on an “as is,” “as available” basis without warranties of any kind either express or implied. To the fullest extent possible pursuant to the applicable law, VIB disclaims all warranties, express or implied, including, but not limited to, implied warranties or merchantability, fitness for a particular purpose, title and non-infringement or other violation of rights of third parties. VIB does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise respecting, the information and materials within PlantCARE or any sites linked to the service.
- b) Under no circumstances, including, but not limited to, negligence, shall VIB or its suppliers be liable for any direct, indirect, special, incidental or consequential damages, or any other damages of any kind, including, but not limited to, loss of data or loss of profits arising out of the use, or the inability to use, the site or the materials contained herein or accessed

through, PlantCARE, even if VIB or a VIB authorised representative has been advised of the possibility of such damages.

c) User shall indemnify and hold VIB harmless from all loss, damage, cost and expense arising from User's use of PlantCARE and the data generated thereof.

5. Miscellaneous

a) The term of this Agreement is one year after the date of the last signature hereunder and shall be automatically renewed with one-year periods, unless terminated in writing by either party before the end of such term.

b) Any fraudulent, abusive, or otherwise illegal activity or any breach of this Agreement may be grounds for termination of User's account and/or this Agreement. Upon termination for any reason, the Sections 2, 3, 4 and 5 shall survive.

c) This Agreement is made under and shall be construed according to the laws of Belgium.

IN WITNESS WHEREOF, VIB and User have caused this Agreement to be executed by their duly authorized representatives.

User_____

VIB vzw

NAME: _____
TITLE: _____
DATE: _____

NAME: _Johan Cardoen_
TITLE: _managing director_
DATE: _____