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- 11.3. Force Majeure. Neither party shall be liable for failure to perform an obligation under this Agreement where such failure is due to fire, flood, labor dispute, disease, pandemic, natural calamity, acts of the government or other causes beyond its reasonable control.
- 11.4. Relationship. The parties are independent contractors. No agency, partnership, or joint venture is created by this Agreement.
- 11.5. Entire Agreement; Modification; Severability; Waiver. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, relating to the subject matter hereof. This Agreement may not be modified or altered except by written instrument duly executed by both parties. If any provision of this Agreement is deemed to be unenforceable, that provision shall be enforced to the maximum extent permitted to affect the parties’ intentions hereunder, and the remainder of this Agreement shall continue in full force and effect. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder. In the event of any inconsistency among the Price Quotation, the Statement of Work (if any), and the Agreement, the controlling provisions shall be determined by reference to the following order: (i) Statement of Work (if any), (ii) Price Quotation, and (iii) Agreement.
- 11.6. Notices. Any notices hereunder shall be in writing. Receiving Party’s address is as set forth on the applicable Price Quotation and if no address is set forth the headquarters identified on its website. Either party may change its address by giving written notice to the other party. Notices will be deemed to have been duly given: (i) if personally delivered, when received; (ii) if via email to legal@schrodinger.com, two (2) business days after sending; confirmation of receipt requested; (iii) if sent for next day delivery by recognized overnight delivery service; two (2) business days after sending; and (iv) if sent by certified or registered mail, upon receipt, return receipt requested.
- 11.7. Counterparts. This Agreement may be executed electronically in any number of counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.
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IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement as of the Effective Date.

SCHRÖDINGER, LLC

By Its Sole Member, Schrödinger, Inc.

[LICENSEE]

By:

By:

Name:

Licensee: _____

Licensee Address: _____

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Date:

Date: _____

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ADDITIONAL DEFINITIONS

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EXHIBIT A: ADDITIONAL DEFINITIONS

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