RSAT License Agreement

July 16, 2004

This document is the license agreement for the Regulatory Sequence Analysis Tools (*RSAT*) Software Package. There is no distribution fee for *RSAT* for non commercial research institutions. Commercial research institutions who want to use *RSAT* should directly contact Jacques van Helden via Email at

jvanheld@scmbb.ulb.ac.be

Jacques van Helden (LICENSOR), as sole holder of all the proprietary rights to *RSAT* grants to the licensee as defined in paragraph 13 (LICENSEE) a perpetual, non-exclusive, non-assignable, personal license to use the proprietary *RSAT* software, subject to the conditions set forth below.

- 1. **Restricted License:** Use of *RSAT*, or any part thereof, or any software derived in whole or in part therefrom, is restricted to use by LICENSEE only, and is limited to the following uses unless LICENSOR agrees otherwise by prior written agreement.
 - LICENSEE is authorized to use *RSAT* on all computers at the separate geographic locations itemized in paragraph 13 below (the SITES) and at no other locations. The SITES must include all locations from which remote (telephone or network) access will be made.
 - LICENSEE may not copy *RSAT*, or any part thereof in any form, except for backup or archiving purposes, and for the purpose of distributing it to computers at the given SITES. LICENSEE agrees not to remove or destroy any proprietary markings or confidential legends placed upon or contained within *RSAT* and any related materials.
 - LICENSEE may not sell, rent, sublicense, or otherwise distribute in any manner whatsoever *RSAT*, or any part thereof, or any software derived in whole or in part therefrom, without the prior written approval of LICENSOR.
- 2. **Title:** The AGREEMENT grants LICENSEE no title or right of ownership in *RSAT*, and no property rights in any copyrighted materials delivered hereunder.
- 3. **Non-Disclosure:** LICENSEE agrees to receive and keep *RSAT* in confidence and not to disclose it to any third party without the express written consent of LICENSOR.

- 4. **Non-military usage:** *RSAT* shall not be used for any research related, directly or indirectly, to military purposes. This includes, but is not restricted to, the decryption of genomes for the development of biological weapons or defense against biological weapons.
- 5. **Non-commercial usage:** RSAT shall not be used for any commercial usage. The results obtained by using the analysis tools included in *RSAT* cannot be sold in any form.
- 6. **Proper Credit and Recognition:** Appropriate credits consist of including in any documentation and publications about research using *RSAT* a reference to the following publication:
 - van Helden (2003). Regulatory Sequence Analysis Tools, Nucleic Acids Research, 31: 3593-3596
- 7. **Disclaimer of Warranty:** LICENSOR provides *RSAT* on an **as is** basis. LICENSOR does not warrant its validity of performance, efficiency, or suitability, nor does LICENSOR warrant that *RSAT* is free from errors. All warranties, including without limitation, any warranty or merchantability or fitness for a particular purpose, are hereby excluded.
- 8. **Lack of Maintenance Services:** LICENSEE understands and agrees that LICENSOR (or any other person or entity with proprietary rights in the software licensed hereunder) is under no obligation to provide either maintenance services, update services, notices of latent defects, or correction of defects for *RSAT*. LICENSOR nevertheless reserves the right to update, modify, or discontinue this software at any time.
- 9. **Limitation of Liability, Indemnification:** To the extent permitted by law the LICENSEE assumes all liability for damages which may arise form its use of RSAT. The LICENSOR will not be liable to the LICENSEE for any loss, claim or demand made by the LICENSEE or made against the LICENSEE by any third party, due to or arising form the use of *RSAT* by the LICENSEE.
- 10. **Applicable Law:** This AGREEMENT is governed by Belgian law. Any dispute arising from the interpretation and implementation of this Agreement and which is not amicably settled by the parties will be submitted to the arbitration of CEPANI (Centre Belge d'Arbitrage et de Mediation Belgian Center for Arbitration and Mediation). The place of arbitration shall be Brussels, Belgium and the language of arbitration shall be English.
- 11. **Binding Effect Agreement:** This AGREEMENT shall be binding upon and inure to the benefit of the heirs, successors and assigns of LICENSEE, but LICENSEE may not assign this AGREEMENT or any of its rights or obligations hereunder without the prior written approval of LICENSOR.
- 12. **Entire Agreement:** This AGREEMENT represents the complete and exclusive statement of the agreements between the parties relating to the licensing of *RSAT*, and supersedes all prior and simultaneous agreements and representations between them relating to such licensing. This AGREEMENT may not be modified except with the written approval of the LICENSOR.

13.	Definition of Sites: T below:	he separate geographical locations referred to as SITES are listed
	1	
	2.	
	3	
14.		gned copy of this license AGREEMENT shall be mailed or sent as a AICENSOR at the following address:
	Prof. Jacques van Helde	
	Service de Conformatio Universite Libre de Bru	n des Macromolecules Biologiques et de Bioinformatique
		Boulevard du Triomphe
	B-1050 Bruxelles. Belg	
		50 2013. Fax: +32 2 650 5425
	An Email describing ho the following Email add	w to download <i>RSAT</i> shall be send by LICENSOR to LICENSEE to lress:
	Electronic Mail:	
	Name:	
	to jvanheld@scmbb.	received the FAX properly, you may want send a short E-mail <code>ulb.ac.be</code> stating that you have sent the FAX. Once we have sement we will process it a soon as possible.
15.	covenants and agrees to and represents that the p	y: By its execution and delivery of this AGREEMENT, LICENSEE be bound by the above stated terms and conditions, and warrants erson or persons signing this Licensing AGREEMENT is authorized ENSEE to this AGREEMENT.
	Name and Title:	
	Research Institution:	
	Address:	
	Date:	
	Signature:	