

## **UEA SRNA WORKBENCH LICENCE AGREEMENT**

The UEA Small RNA Workbench software (“Software”) means the Bioinformatics software application written in Java and available in binary or source code format developed by the Bioinformatics research group in the School of Computing Sciences at the University of East Anglia, Norwich, UK funded by the Biotechnology and Biological Sciences Research Council grant (BB/100016X/1)).

The Software is offered to you the end-user (either an individual or a single entity) by UEA ENTERPRISES Limited (“Licensor”) whose registered office is at The Registry, University of East Anglia, Norwich Research Park, Norwich, NR4 7TJ, UK; subject to the terms and conditions of this Licence.

1. The Licensor is granting you a free, non-exclusive licence to use, redistribute the Software in binary or source code format, with or without modifications, subject to your compliance to the terms below.
  - a. When you use the Software for analysis and publication you agree to cite our papers as detailed on our website
  - b. You agree to be approached by Licensor and or the Bioinformatics research group at UEA and to provide your feedback on your use of the Software and if appropriate, provide letters of

support for future funding applications for further research and development of the Software.

c. You may re-distribute the Software in source code and all such redistributions must retain the details above and the terms and conditions of this licence.

d. You may re-distribute the Software in binary format and all such re-distributions must reproduce the details above and the terms and conditions of this licence.

e. Without written permission from Licensor, you may not use the names of University of East Anglia, the Licensor or the names of the contributors to the Software to endorse or promote products derived from the Software.

f. The Licensor informs you that the modules listed below and which are incorporated in the Software have been sourced from third parties and you agree to review and adhere to the terms of the relevant licenses that the modules relate to.

Module name	Licence
BioJava	GNU Lesser GPL v 2.1
GenoViz	Common Public License (CPL) 1.0
PATMAN	GPL v2+

Vienna RNA	Custom
------------	--------

2. From time to time and at its discretion, the Licensor may make available updates, new versions or other revisions or amendments to the Software. Any such updates shall form part of the Software and shall be subject to the terms and conditions of this Licence.

3. By accepting this Agreement, you acknowledge that the Licensor owns, or is licensed to use, all copyright, and other intellectual property rights of whatever nature in and relating to the Software together with any customisation and/or configuration work carried out by the Licensor under the provisions of this Agreement.

4. THE UEA SOFTWARE IS SUPPLIED "AS IS" AND ALL USE IS AT OWN RISK. THE LICENSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE UEA SRNA WORKBENCH SOFTWARE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

5. NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE OPERATION OF THE

SOFTWARE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE.

6. UNDER NO CIRCUMSTANCES SHALL THE LICENSOR BE LIABLE TO ANY USER FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT, OR USER'S USE OR MISUSE OF THE UEA SRNA WORKBENCH SOFTWARE OR ANY OTHER SERVICES PROVIDED BY THE LICENSOR. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM THE USE OR MISUSE OF THE SOFTWARE OR ANY OTHER SERVICES SUPPLIED BY THE LICENSOR (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), OR ERRORS OF THE SOFTWARE.

7. You agree to indemnify the Licensor, their officers, directors, employees, agents, independent contractors, attorneys, accountants, parent corporations, subsidiary corporations, affiliates, successors, and assigns, from and against any and all liabilities, costs and expenses which yourself or any other party may incur as a result of your use of the Software other than in accordance with the provisions of this Agreement.

8. This Agreement is terminable at will by the Licensee or the Licensor for any reason or for no reason at all, in either the Licensee's, Licensor's sole discretion. This Agreement shall terminate

immediately upon any breach by the Licensee. Upon termination, the Licensee agrees to discard all copies of the Software.

9. Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to hereunder or at law.

10. The Licensor reserves the right to assign sub-license or sub-contract its rights or obligations pursuant to this Agreement at any time.

11. This Agreement is made under and shall be governed by and construed under English law and the courts of England and Wales shall be the courts of non-exclusive jurisdiction.

12. By using the Software, each user represents and warrants that he or she has read, understands, and agrees to be bound by all provisions of this Agreement.