

## NMRbox License Agreement

This NMRbox License Agreement (the "Agreement") is made and entered into by and between The Center for Biomolecular NMR Data Processing and Analysis ("Center") and the entity agreeing to these terms ("User").

This Agreement is effective as of the date User clicks to accept the Agreement (the "Effective Date"). This Agreement governs User's access to and use of the Service. For an offline variant of this Agreement, you may contact the Center for more information.

### 1. Provision of the Services.

1.1 Research and Education. The Center is providing the Services to further important research and education. The Services are partially funded by the U.S. government and the state of Connecticut. NMRbox incorporates numerous software programs, including open source, under the terms of the individual licenses. The User understands that the Center will make reasonable efforts to provide the highest quality Services with the most relevant NMR software tools, but does not hold itself out as a commercial enterprise and is not charging Users a fee for the use of this Service.

1.2 Services Use. Subject to this Agreement, during the Term, User may access the Services either as a downloadable virtual machine or as a cloud-based service hosted by the Center. The Services are only available for academic and non-profit research. User may not sublicense or transfer these rights and may not make the Services available to others on a commercial basis. In order to insure that the Services are available for all Users, UConn reserves the right to limit usage of storage capacity and computational resources.

1.3 Accounts. User must apply for an Account to use the Services, and is responsible for the information it provides to create the Account and its passwords, and for any use of its Account. The Center reserves the right to confirm that User is a non-profit or research institution, and may deny access to other users. If User becomes aware of any unauthorized use of its password or its Account, User will notify the Center as promptly as possible. The Center has no obligation to provide User multiple Accounts.

1.4 New applications and Services. The Center may: make new applications, tools, features or functionality available from time to time through the Services.

1.5 Monitoring. The Center will run monitoring utilities to ensure optimal performance and maintain security of the Services. The Center will run monitoring utilities on the cloud-based Services that track which NMR software packages are used – this de-identified information is reported to software developers to ensure that they meet NIH reporting guidelines (user will see exactly what is reported). The downloadable virtual machine will also monitor which NMR software is run and the de-identified usage statistics will be periodically reported back to the Center (user may opt out of this).

1.6 Modifications. NMRbox will continue to evolve as new packages and modules become available. The Center may make reasonable updates to the Services from time to time. If the

Center makes a material change to the Services, it will endeavor to inform Users. The Center may make changes to this Agreement and the related licenses from time to time. Users may only modify the software in accordance with the terms of the applicable license.

## 2. User Obligations.

2.1 Compliance. User is solely responsible for its applications, projects, and data and for making sure its applications, projects, and data comply with the Acceptable Use Policy (“AUP”). The Center reserves the right to review the application, project, and data for compliance with the AUP.

2.2 Restrictions. User will not use the Service or take any action that would harm the Center, its Third Party Licensors or other Users. The User is restricted to using the Centers cloud based services for their intended purpose of fostering structural biology research. The Center does not intend uses of the Services to create obligations under HIPAA, and makes no representations that the Services satisfy HIPAA requirements. If User is (or becomes) a Covered Entity or Business Associate, as defined in HIPAA, User will not use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless User has received prior written consent to such use from the Center.

2.3 Third Party Licensors. The Third party components (which include open source software) of the Services are subject to separate license agreements. The license agreements can be found by visiting the webpage at <http://nmrbox.org/licensing>. We refer to these as “Third Party Licensors”. We have made diligent efforts to contact the creators of the software. Any creator or licensor who has concerns with our use of the software should contact NMRbox as directed on the project website at <http://nmrbox.org/contact-us>. [This agreement does not change the terms of any Third Party Licensor agreements.]

2.4 DMCA Policy. The Center cannot determine whether something is being used legally or not without input from others. The Center responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If User thinks somebody is violating copyrights and wants to notify the Center, User can find information about submitting notices, and the Centers policy about responding to notices at: <http://www.copyright.gov/onlinesp/agents/u/uconn.pdf>

## 3. Suspensions and Removals.

3.1 Suspension and Removals. If User violates the AUP, the Center may immediately suspend the project and/or remove the relevant User data (as applicable).

3.2 Security. If the Center identifies an emergency security issue, the Center may automatically suspend applications, Project, and accounts, as necessary.

3.3 Inactivity. UConn reserves the right to suspend cloud-based Services for inactivity as needed to increase performance of the Center. Suspension of services could come in the form of suspending a virtual machine, shutting down a virtual machine, and archiving user data into a private cloud. No user data will be deleted for suspension due to inactivity. Cloud-based services can be restored at any time by the User when activity is resumed.

3.4 Resources. UConn reserves the right to suspend or restrict activity of Users as system resources become limited in order to ensure the integrity of the Center.

4. Intellectual Property Rights; Use of User Data As between the parties, User owns all intellectual property rights in User data and the application or project (if applicable), and the Center owns all Intellectual Property Rights in the Services and Software. The Center will not access or use User data, except as necessary to provide the Services to User.

5. Technical Support Services. The Center will make reasonable efforts to provide technical support to Users. The Center welcomes User feedback and efforts to continue to improve the Services.

6. Change of Services. The Center may discontinue the Services or any portion or feature for any reason at any time. The Center will use commercially reasonable efforts to continue to operate those Services. The Center may remove or alter Services offered in archived versions of NMRbox for any reason at any time. Such changes are only intended to address operating system bugs and security issues. All changes will be documented.

7. Term and Termination. The “Term” of this Agreement will begin when the User creates an Account and continue until the Agreement is terminated as set forth in this Agreement. Either party may terminate this Agreement for breach if the other party is in material breach of the Agreement.

7.1 Termination for Convenience. User may stop using the Services at any time. User may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. The Center may terminate this Agreement for its convenience at any time without liability to User.

7.2 Effect of Termination. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; and (ii) User will delete the Software

8. Publicity. User is permitted to state publicly that it is a User of the Center Services, but may not use any UConn logos or trademarks. The Center will provide a logo and graphical badges that may be displayed on lab websites, posters, and talks to acknowledge use of Center Services. All publications that utilize Services from the Center are required to acknowledge the Center as stated on the “How to acknowledge NMRbox” page of the website:  
[http://nmrbox.org/acknowledge\\_us](http://nmrbox.org/acknowledge_us)

9. Copyrighted Materials. None of the material presented by the Center through its Services or linked to from its Services may be redistributed by the User without obtaining prior written permission.

10. Representations and Warranties. Each party represents and warrants that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable.

11. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UCONN AND ITS 3<sup>RD</sup> PARTY LICENSORS OR SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. UCONN AND ITS 3<sup>RD</sup> PARTY LICENSORS OR SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY USER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICES. USER IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ITS APPLICATION, PROJECT, AND USER DATA. NEITHER UCONN NOR ITS 3<sup>RD</sup> PARTY LICENSORS OR SUPPLIERS, WARRANTS THAT THE OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR UCONN'S 3<sup>RD</sup> PARTY LICENSORS OR SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR DIRECT DAMAGES, LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. These limitations of liability do not apply to intentional actions or damages caused by User, breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

13. Miscellaneous. This Agreement does not confer any benefits on any third party unless it expressly states that it does. This Agreement is governed by the law of the state of Connecticut. The terms located at a URL referenced in this Agreement and the documentation are incorporated by reference into the Agreement. UConn may provide an updated URL in place of any URL in this Agreement.