SimRNA Software Academic License Agreement

The SimRNA Software (copyright (c) 2014 by IIMCB), including associated data and documentation (referred to collectively as *SimRNA*) has been developed by the contributing researchers (referred to collectively as *SimRNA Developers*) in the Laboratory of Bioinformatics and Protein Engineering headed by Prof. Janusz M. Bujnicki at the International Institute of Molecular and Cell Biology in Warsaw (IIMCB), having offices at ul. Ks. Trojdena 4, 02-109 Warsaw, Poland.

SimRNA has been developed through support of a variety of funding sources, including the Polish Ministry of Science (grants HISZPANIA/152/2006 to Janusz M. Bujnicki.; PBZ/MNiSW/07/2006 to Michał Boniecki); European Commission (Young Investigator funds to Janusz M. Bujnicki within grant 6FP GA No LSHG-CT-2005-518238 to Reinhard Lührmann, and funds for Janusz M. Bujnicki's group within grant 7FP GA No 316125 to Jacek Kuźnicki); German Research Foundation (DFG) (funds for Janusz M. Bujnicki's group within a grant GA No SPP 1258 to Claus Seidel); European Research Council (ERC) (StG grant RNA+P=123D to Janusz M. Bujnicki); Foundation for Polish Science (FNP) (grant TEAM/2009-4/2 to Janusz M. Bujnicki and 'Ideas for Poland' fellowships to Janusz M. Bujnicki). Computing power was provided by IIMCB, funded by EU structural funds (grant POIG.02.03.00–00–003/09 to Janusz M. Bujnicki).

The SimRNA Software Academic License Agreement is a legal agreement, governed by the laws of Poland and the European Union, between an end user (the "*Licensee*"), either an individual or an entity, and IIMCB, (the "*Licensor*").

IIMCB hereby grants, and the *Licensee* hereby accepts, subject to the terms and conditions of this Agreement, a limited nonexclusive, nontransferable and non-assignable license for researchers at the organization of the *Licensee* to install *SimRNA* on computer systems located at the site of the *Licensee*'s organization and to run, display, copy and modify *SimRNA*. A violation of any of the clauses of this Agreement by the *Licensee* shall terminate automatically and with immediate effect the *Licensee*'s right to use or store *SimRNA* in any form.

1. *SimRNA* remains at the institution of the *Licensee* and is not published, distributed, sold or otherwise transferred or made available to any third party outside the institution employees and students involved in research under the supervision of the *Licensee* who accept the terms of this license.

2. *The Licensor* retains at all times ownership of the SimRNA Software (referred to in this document as *SimRNA*) that was delivered to the *Licensee*. The *Licensee* retains in *SimRNA* (and in any modifications to *SimRNA* and in all its parts), the copyrights, trademarks, or other notices pertaining to *SimRNA* as provided by the *Licensor* and the *SimRNA Developers*. *SimRNA* will be promptly destroyed by the *Licensee* upon termination of this license.

Furthermore, the *Licensee* agrees that he/she shall not directly, or indirectly, decompile, disassemble or otherwise analyze *SimRNA* for reverse engineering purposes.

3. The *Licensee* agrees to make any results generated using *SimRNA* available to other academic researchers for non-profit research purposes. If the *Licensee* wishes to obtain *SimRNA* for any commercial purposes, including services for any third parties, the *Licensee* will need to execute a separate licensing agreement with the *Licensor*. In that case, please contact Prof. Janusz M. Bujnicki at <u>iamb@genesilico.pl</u>.

4. The *Licensee* agrees to provide the *SimRNA Developers* with feedback on the use of *SimRNA*, and that the *SimRNA Developers* and the *Licensor* are permitted to use any information provided by the *Licensee* in making changes to *SimRNA*. All bug reports and technical questions can be sent to the dedicated email address: <u>simrna@genesilico.pl</u>.

5. The *Licensee* agrees not to use *SimRNA* for activities or purposes that are unethical or immoral.

6. The *Licensee* agrees that the *SimRNA Developers*, the *Licensor* and other *SimRNA* licensees may develop modifications to *SimRNA* that may be substantially similar or functionally equivalent to modifications and improvements of *SimRNA* developed by the *Licensee*, and that the *SimRNA Developers*, the *Licensor* and other *SimRNA* licensees shall not be constrained in any way by the *Licensee* in the development, use, management, and publication of such modifications and improvements. If the *Licensee* obtains intellectual property protection for any modification or improvement to *SimRNA*, the *Licensee* agrees not to allege or enjoin infringement of that intellectual property by any modifications or improvements of *SimRNA* made by the *SimRNA Developers*, the *Licensor* and other *SimRNA* licensees.

7. The *Licensee* agrees that any report, presentation or publication of results obtained entirely or partially with the use of *SimRNA* will acknowledge the contribution of the *SimRNA Developers* by citing the appropriate references about *SimRNA*, including, but not limited to, the manuscript "Boniecki, M., Lach, G., Tomala, K., Dawson, W., Lukasz, P., Soltysinski, T., Rother, K. and Bujnicki, J.M. (2014) SimRNA: a coarse-grained method for RNA folding simulations and 3D structure prediction". (submitted for review, as of 2014.10.02), any subsequent versions of this manuscript, and any subsequent publications of new versions of *SimRNA*.

8. *SimRNA* is experimental in nature and is made available as a research courtesy "as is," without obligation by the *SimRNA Developers*, the *Licensor* or other *SimRNA* licensees to provide accompanying services or support.

9. The *Licensee* understands that *SimRNA* is in constant development and does not represent a final product from the *Licensor*. In addition, the *Licensee* understands that *SimRNA* may contain errors, or bugs, and other problems that could potentially result in system failure or

failure in the use of *SimRNA*. The *Licensee* holds the entire risk as to the quality and performance of *SimRNA* and the sole responsibility for protecting any data associated with or used in connection with any operations involving *SimRNA* or any other circumstances that can be implicitly or explicitly connected with *SimRNA*. The *Licensee* agrees that any risk associated with using *SimRNA* at the organization of the *Licensee* is with the *Licensee* and with the *Licensee's* organization.

10. THE *LICENSOR* AND THE *DEVELOPERS OF SIMRNA* EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES REGARDING *SIMRNA*, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES PERTAINING TO NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE *LICENSOR* AND THE *DEVELOPERS OF SIMRNA* BE LIABLE FOR ANY DAMAGES CAUSED, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF THE USE OF *SIMRNA*, LOSS OF USE OF *SIMRNA*, LOST PROFITS, LOST SAVINGS, OR DAMAGE OF ANY SORT TO THE *LICENSEE* OR THE *LICENSEE*'S ORGANIZATION

11. Any matters not provided for in this agreement shall be settled by negotiation between the *Licensee* and the *Licensor* in good faith.