

License Agreement for Academic Use (Electronic Version)

The NAOMI ChemBio Suite has been developed at the Center for Bioinformatics Hamburg (ZBH), Bundesstrasse 43, D-20146 Hamburg, Germany, a center of Universität Hamburg (Hamburg University), Mittelweg 177, D-20148 Hamburg, Germany. Hamburg University grants a non-exclusive, non-transferable license to the NAOMI ChemBio Suite for *academic use or evaluation*.

- Academic use is defined as the usage of the software within an academic institution for teaching and research, including publicly funded collaborative research projects with non-academic institutions for the duration and the purpose of the project. The usage for consultancy, service, and application within collaborative projects funded by non-academic institutions is excluded.
- Evaluation is defined as the usage of the software to test the functionality, performance, and purpose of fit excluding production runs and large scale applications. In case of an evaluation license, all data produced has to be deleted with the termination of the license.

A license for academic use is granted on an annual base, an evaluation license is granted once for one month. Any license under this Conditions of Use is granted according to subsequent terms and conditions:

- As NAOMI ChemBio Suite is provided without charge, you agree that the software is provided on an **as is** basis, and that any warranty is excluded, whether with regard to the functionality or fitness for purpose or otherwise. Furthermore, the software is for internal use only and must not be re-distributed or made available to any third party.
- Hamburg University is not liable for any damages resulting from use unless Hamburg University acted with gross negligence or bad faith. Hamburg University is not liable for NAOMI ChemBio Suite or provided know-how being subject to third-party rights. Strict liability according to German law, in particular product liability remains unaffected.
- The NAOMI ChemBio Suite must be used in its entirety. No parts of the package may be integrated in or used with software other than the standard operating system of the computer, and this is restricted solely to the extent that is unavoidable. NAOMI ChemBio Suite may be integrated into scripting and pipelining environments provided that the origin of the software is clearly marked.
- NAOMI ChemBio Suite may not be renamed, changed, disassembled, reverse-engineered, decoded, translated, rearranged, manipulated or debugged (collectively 'Manipulated'). If NAOMI ChemBio Suite needs to be manipulated in order to eradicate a fault or to achieve interoperability with an independently created computer program, ZBH at Hamburg University reserves the right to resolve such problems itself within an appropriate period of time.
- **The licensee declares unequivocally that the license mentioned above will not be used in connection with (a) the development, production, handing, operation, maintenance, storage, detection, identification or dissemination of chemical or biological weapons or systems capable of delivering such weapons, or (b) human rights violations.**

Miscellaneous

Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent the other Party shall not unreasonably withhold.

Any modification or amendment of this Agreement must be in writing and executed by both Parties.

Should any clause in this Agreement be determined to be or become invalid or unenforceable in full or in part, such determination shall not affect the validity of the other clauses of the Agreement or the remaining parts of the clause concerned. The Parties shall negotiate in good faith to replace any invalid clause by an effective one which conforms as far as possible to the original purpose of the invalid clause and shall then so-amend this Contract in writing.

This Contract, performance hereunder, and any related dispute, controversy or claim shall be governed by, and construed in accordance with, the laws of Germany without reference to its conflict of laws provisions. Place of venue shall be Hamburg.

Privacy Policy

We collect personal data when you provide it to us through registration, completion of forms, or e-mails in order to use our services. We use those data to supply you with the requested services or for other purposes for which you have given your consent.

Furthermore, your computer provides us with the following data automatically:

- type of internet browser and operating system used
- domain name of the web site from which you come
- date of visit
- average time spent on the site
- pages viewed
- size of files transferred
- status of data transfer
- IP-address

We store and use this information in two ways:

1. anonymously and only for statistical purposes
2. personally in order to protect the Web Interface against abuse

No personal data will be made available to any third party except (i) with your consent; (ii) as may be required by law or the competent governmental or judicial authorities; or (iii) if it is necessary to establish or preserve a legal claim or defense. Anonymous data may be transferred to third parties in order to improve our services.

Reviewing and Changing of Personal Data: You have the right to review your personal data and to correct, amend or delete any inaccuracies. You may also review this privacy policy. Please contact us in such case at [license\(at\)zbh.uni-hamburg.de](mailto:license(at)zbh.uni-hamburg.de).

Acceptance and Revoking Consent

Using the send button on the registration form you state voluntarily your consent to the conditions of use and the privacy policy and allow us to store and use your personal data in the described manner. You may revoke any consent concerning the storage or use of personal data at any time. Please contact us in such case under [license\(at\)zbh.uni-hamburg.de](mailto:license(at)zbh.uni-hamburg.de).