BIOLOGY AND CHEMISTRY LIBRARY PROJECT (BCL)TM ACADEMIC LICENSE

BCL™ software licenses are available free of charge to academic users via our academic online licensing process.

Licensing Process Overview

After choosing license options and agreeing to terms below, you will be asked to provide contact information through the checkout system. No payment will be required. Upon successful completion of this process, including necessary review and approval of your academic license application, you will receive an instructional email containing the remaining steps. Approval is typically granted within 24 hours.

While you await approval, you may proceed to download the master BCL executable(s) for your system(s). Once approved, you may download the required software license file. When copied to the installed application folder, this customized license file will unlock the functionality you requested within the BCL executable.

The license file will allow the licensed BCL modules to function for a period of one (1) year from the effective date of the license agreement. Licensees will need to return to this page to renew their license prior to the end of this period to ensure uninterrupted use of BCL. The license also entitles users to free updates to the BCL, as provided by the www.meilerlab.org website. Upon requesting a license, users may be given the option to sign up to receive an email whenever new releases are made available.

Licensees conforming to the additional qualifications and terms stated below will be granted free access to the BCL Academic License.

Qualification and Terms

The BCL "Non-Exclusive Academic Software License Agreement" is available free of charge **only** to those individuals who have a full-time academic appointment at an academic or other non-profit research institution. Therefore, as part of our academic online licensing process, academic license applicants must certify their affiliation with an academic or other research institution. BCL administration reserves the right to independently verify any or all such certifications.

Platform: BCL Academic licensees will be permitted their choice of one or more platforms of use (Linux, Windows, Macintosh) upon their initial license application.

Source Code: Licensees may request access to the source code for the BCL software. To do so, you should indicate your desire to receive the source code as you complete your order. Please note that there are additional provisions in the license agreement that protect the confidentiality and integrity of the source code to which you must agree.

Academic licensees agree to use the software and/or source code for research purposes only and provide that they will help to advance the development of the BCL software. The following bullet points provide a brief overview of the terms of the academic license agreement. Refer to the license agreement for complete and legally binding documentation of all conditions.

- i. Must make all data generated by the Software including, but not limited to, protein sequences, models, predictions and structures immediately available upon request at no cost, to other academic researchers for non-profit research purposes.
- ii. May not use the Software for any commercial purposes without the consent of Vanderbilt University.
- iii. May not modify the Software or written materials or documentation related to the Software in any way, with the exception of applying Vanderbilt-provided Modifications. In particular, all Vanderbilt copyright, trademark, or other notices contained must be maintained.
- iv. May not distribute BCL, or permit any third party to obtain access to BCL in any form or for any reason.
- v. Must provide the developers of the Software in the Meiler Laboratory at Vanderbilt with comprehensive feedback on the use of the Software in research. That information will be used in evaluating and making changes to the Software. In addition, licensees agree to send all bug reports

- and technical questions to the Meiler Laboratory at Vanderbilt University via the contact form on www.meilerlab.org.
- **vi.** Must, along with Vanderbilt University, acknowledge in their respective publications the use of the Software in their research and any contributions made by the other party. For each BCL module that is used in published research, you must cite any and all publications specified by the modules' read-me, which is available by typing bcl.exe module –readme (e.g. bcl.exe Jufo readme).

BIOLOGY AND CHEMISTRY LIBRARY PROJECT SOFTWARE BCL™ NON-EXCLUSIVE ACADEMIC SOFTWARE SINGLE-USER LICENSE AGREEMENT

Please carefully read the following BCL Non-Exclusive Academic Software Single-User License Agreement. By selecting the "I accept the terms in the license agreement" option on the webserver that this license was obtained from, you indicate your acceptance of its terms and conditions and agree to be bound as set forth therein. Further, your acceptance signifies your understanding and acknowledgment that this Agreement constitutes and contains the total agreement between you and Vanderbilt University with respect to this transaction. In accepting this Agreement, you further acknowledge that any agreements entered into prior or contemporaneously with this Agreement are excluded, whether oral or in writing. By selecting the "I accept the terms in the license agreement" option, you specifically acknowledge, represent, and agree that any other terms and conditions pertaining to this software and license contained in an invoice, purchase order or other document sent by or on behalf of you or the organization you represent in this transaction shall be void and of no effect. Finally, your selection of the "I accept the terms in the license agreement" option is a representation and warranty that you have the requisite authority, legal, and technical capacity to bind yourself and your organization to this Agreement. This Single-User License Agreement ("Agreement") is entered into between Vanderbilt University, a private, non-profit institution of higher education in Nashville, Tennessee with offices at 1207 17th Avenue South, Suite 105, Nashville, Tennessee 37212 ("Vanderbilt") and the individual Licensee, whom must be employed or contracted by a non-profit research and/or academic institution. Prior to such registration in accordance with this Agreement, the Licensee shall have no rights or license in connection with the Software or this Agreement.

Background

The Biology and Chemistry Library Project is an object oriented C++ programming library. The library is designed to simulate biological molecules – proteins and peptides in particular – as well as small chemicals such as therapeutics. It comprises mathematical methods to evaluate the energy of these molecules in their natural environment. Vanderbilt seeks to advance this research and to publish and enable adoption of research codes in furtherance of its public interest mission.

Distribution of research codes as a research courtesy is facilitated by licensing these codes for development and use. Development of these codes was supported, in part, by the following: the National Institute of Health (NIH) and the National Science Foundation (NSF).

Definitions

"Agreement" means this Non-Exclusive Academic Software Single-User License Agreement.

"BCL Project Directors" means Dr. Jens Meiler, Vanderbilt University, or any authorized representative thereof.

"Effective Date" means the latest date upon which this Agreement is either entered into or renewed. "Licensee" means the person entering into this agreement.

"Modifications" mean any changes or extensions introduced into the Software or otherwise based on or derived from the Software source statements by Vanderbilt. Modifications include, but are not limited to, corrections of program errors, translations and stylistic restructuring of the Software, addition or deletion of functions or enhancement of existing functions of the Software, changes or additions required to integrate the Software into other applications or to allow the Software to run under alternative operating systems or computer hardware configurations, and other adaptations of the Software.

"Module" means a specific subset of the Software that will be licensed separately. Each Module to be licensed will be listed and affirmatively designated by Licensee on the Registration Page.

"Peer-Licensee" means any person other than the Licensee who has also entered into and remains bound to an identical Software agreement, at the same Site, and for the same Modules.

"Registration Page" means the portion of the meilerlab.org website used by Licensees to enter information permitting the licensing of the Software.

"Site" means a personal computer that is only accessible by Licensee and Peer-Licensees on which the Software and/or Source Code will be used and maintained. Site(s) authorized to maintain the Software are those designated on the Registration Page.

"Software" means any one (1) or more of the following: (i) any past or current version of the BCL executable, (ii) any Source Code provided to Licensee, (iii) any Modifications made to the Software, (iv) any documentation pertaining to the software, source code, or license agreement provided to the user, or (v) the license file that unlocks the Modules requested by the Licensee. The Software selected for licensing is listed on Attachment A.

"Source Code" means the source code for the Software and any derivative works (as defined by the U.S. Copyright Laws at 17 U.S.C. §101) made thereto by either Party, and any and all information and materials concerning such source code disclosed by Vanderbilt to Licensee.

1. Grant

Commencing on the Effective Date, and provided that Licensee abides by the terms of this Agreement including, but not limited to, the provisions of Section 7, Vanderbilt hereby grants, and Licensee accepts, a limited, non-exclusive, non-transferable license to use the Software at the Site(s) and on the operating system(s) (Linux, Windows and/or Apple) requested, and to make such copies of the Software in original or modified form as are necessary for such use at the Site(s). In the event that the Software is provided to Licensee in executable form only and Licensee does not receive the Source Code from Vanderbilt, Licensee shall under no circumstances analyze for composition, structure, reverse engineer or decompile the Software or attempt to do so.

These Grants are limited to Licensee's use at the Site and does not authorize any use of the Software or Source Code by anyone other than the Licensee.

Vanderbilt is the sole owner of the Software, including all Source Code, and Licensee shall obtain no ownership in the Software under this Agreement, and with the exception of applying Vanderbilt-provided Modifications (or "updates"), shall not modify or redistribute the Software or the accompanying documentation in any way, for any reason, except as permitted in section 7.b.iv.

Licensee shall retain in the Software the proprietary notices and legends as provided by Vanderbilt, including without restriction any and all copyright, trademark, patent notices and legends pertaining to attribution, source of developments, funding sources, and disclaimer of risk and, at the request of Vanderbilt, shall promptly modify such proprietary notices and legends to conform to Vanderbilt's reasonable requirements.

Licensee shall not distribute, publish, or otherwise transfer or allow to be transferred, the Software or copies thereof, in whole or in part, without prior written permission of Vanderbilt.

Licensee acknowledges and agrees that Vanderbilt Software (including Modifications and the Source Code) contains valuable proprietary information and trade secrets developed, licensed or acquired by Vanderbilt. LICENSEE UNDERSTANDS AND AGREES THAT THE SOURCE CODE MAY NOT BE DISTRIBUTED TO, SHARED WITH OR DISCLOSED TO ANY THIRD PARTY FOR ANY PURPOSE. Licensee shall not store, backup, archive, use, or modify the Source Code at any location other than on a controlled, secure area or system to which access is limited to the Licensee. Licensee shall not store or transmit the Source Code on or through the Internet.

2. Use of Names

Licensee shall not use the name "Vanderbilt University" or any abbreviation thereof, or the names of any Vanderbilt personnel or identifiers of the Software without prior written approval from Vanderbilt, except as required in Licensee Status and Obligations, part b, sub-section vi.

3. Delivery

Vanderbilt shall provide Licensee access to the Software by means of an internet transmission (email and/or download) following execution of this Agreement. Licensee authorizes delivery of the Software made to themselves.

4. Updates

Vanderbilt may provide updates to the Software, in Vanderbilt's sole discretion, on an "as available" basis during the term of this Agreement.

5. Term

This Agreement shall remain effective for a term of twelve (12) months from the Effective Date or any anniversary date upon which this Agreement has been renewed ("Termination Date") unless sooner terminated as provided herein. Licensee may renew the Agreement on or before any Termination Date. If Licensee does not renew this before the Termination Date, the license granted herein shall terminate in its entirety.

6. Termination

This Agreement will terminate without further action by or notice from Vanderbilt for any future period for which Licensee has not abided by the terms of this Agreement including, but not limited to, the provisions of Licensee Status and Obligations. Licensee may terminate this Agreement at any time upon written notice to Vanderbilt. Vanderbilt may terminate this Agreement immediately upon notice for any reason.

The provisions under which this Agreement may be terminated will be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement will terminate all rights and licenses granted to Licensee relating to the Software. Licensee agrees to certify in writing to Vanderbilt within ten (10) days after Termination that the Software and Source Code, if applicable, have been destroyed, if this Termination takes place for any reason other than Term expiration.

7. Licensee Status and Obligations

- (a) This "Non-Exclusive Academic Software Single-User License Agreement" shall be available only to non-profit academic and/or research users who use the Software solely for non-profit research purposes and provided that such Licensee abides by the terms of this Agreement including, but not limited to, the provisions of this Section (Licensee Status and Obligations). All other persons or entities seeking to license the Software must contact bcl-support-commercial@meilerlab.org to inquire about the terms and fee associated with a commercial license.
 - (b) Licensee shall:
- (i) Make all data generated by the Software including, but not limited to, protein sequences, models, predictions and structures immediately available upon request at no cost to other academic researchers for non-profit research purposes. If Licensee wishes to use or make available the Software for any commercial purposes, including fee-based service projects, Licensee shall need to enter into a separate license agreement with Vanderbilt University and pay a licensing fee. In the event Licensee wishes to obtain such a commercial use license, Licensee must contact Vanderbilt's Center for Technology Transfer and Commercialization, 1207 17th Avenue South, Suite 105, Nashville, Tennessee 37212 Attn: BCL Licensing.
- (ii) Not modify the Software or written materials or documentation related to the Software in any way, except as permitted in (iv). In particular, all Vanderbilt copyright, trademark, or other notices contained in the Software or written materials or documentation must be maintained by Licensee.
- (iii) Provide the developers of the Software in the Meiler Laboratory at Vanderbilt with comprehensive feedback on the use of the Software in Licensee's research which information shall be permitted to be used in evaluating and making changes to the Software. All bug reports and technical questions shall be sent to bcl-support-academic@meilerlab.org.
- (iv) If the source code was requested by the Licensee, make a reasonable effort to fix any bugs, and limitations of the software, within its research scope. Licensee agrees to submit to bcl-support-academic@meilerlab.org a file generated using common patch generation software (such as diff -ru on Linux and Apple systems), and a description of how to reproduce the bug that the patch fixes, or a description of any new features. Useful bug fixes and desired functionality increases may be adopted into the BCL source at the discretion of Meiler Laboratory developers. Licensee relinquishes all copyright to submitted patches. Contribu-

tors will be acknowledged in a supporting document of the project. Contributors are encouraged to email bcl-support-academic@meilerlab.org prior to investing time in major changes, both because such changes have a much lower chance of being approved, and due to the dynamic nature of development, the proposed changes may conflict or be unnecessary due to changes that have taken place since the last release.

- (v) For a period beginning on the Effective Date and ending three (3) years following the termination of this Agreement, Licensee shall keep complete and accurate records of the number of copies of the Source Code and the media in which it was transferred to the Site by Licensee under the license granted by this Agreement. Licensee shall permit an independent public auditor or accountant selected by Vanderbilt or its representatives, to periodically examine its books, ledgers, and records during regular business hours for the purposes of and to the extent necessary to verify any report required under this Agreement. In the event that the audit reveals non-conformance and breach of use as provided in this Agreement, Vanderbilt shall have the right to terminate this Agreement effectively immediately, and Licensee specifically acknowledges that it shall indemnify and hold Vanderbilt harmless for any losses or damages incurred by Vanderbilt as a result of such nonconformance and breach of use.
- (vi) along with Vanderbilt University, acknowledge in their respective publications the use of the Software and/or Source Code in their research and any contributions made by the other party. For each BCL module that is used in published research, one must cite any and all publications specified by the modules' read-me, which is available by typing bcl.exe module –readme (e.g. bcl.exe Jufo –readme).

8. Amendment of this Agreement

Vanderbilt may amend this Agreement, in its sole and absolute discretion, at any time or from time-to-time during the Term or after a Termination Date. Such amendments may include, but not be limited to, the assessment of a license fee for use of the Software.

9. Limited Support and Updates

Licensee shall receive reasonable assistance by email and access to updates and new releases of the Software, which Vanderbilt may make available from time to time within its sole discretion ("Limited Support"). Limited Support is provided by queries sent to bcl-support-academic@meilerlab.org. In order for Licensee to receive the Limited Support set forth herein, Licensee must be using the latest version and all current releases and updates of the Software. If Vanderbilt generally makes available new versions of the Software, the new versions will be available to Licensee at the discretion of Vanderbilt. Limited Support does not include responding to Licensee if, in Vanderbilt's reasonable opinion, Licensee fails to provide sufficient information, as reasonably requested by Vanderbilt, to enable Vanderbilt to identify, reproduce and analyze the reported problem; Vanderbilt reserves the right to charge additional fees for such support.

10. Disclaimers

The Software has been developed as part of research conducted at Vanderbilt University. The Software is experimental in nature and is available "AS IS," without obligation by Vanderbilt to provide Licensee services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Software is with Licensee.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VANDERBILT DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SOFTWARE AND SUPPORT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER VANDERBILT KNOWS OR HAD REASON TO KNOW OF LICENSEE'S PARTICULAR NEEDS. NO EMPLOYEE, AGENT, DEALER OR DISTRIBUTOR OF VANDERBILT IS AUTHORIZED TO MODIFY THE LIMITED WARRANTY, OR TO MAKE ANY ADDITIONAL WARRANTIES. SOME COUNTRIES AND STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY OR STATE TO STATE

Vanderbilt's entire liability and Licensee's exclusive remedy for a breach of this Agreement shall be termination of this Agreement by returning or destroying the Software. Vanderbilt shall have no liability for con-

sequential, exemplary, indirect, special, punitive or incidental damages whether based on contract, tort or any other legal theory, arising out of or related to this Agreement or the inability to use the Software or Limited Support, nor shall Vanderbilt be liable for any loss of data or lost profits of Licensee, even if Vanderbilt is apprised of the likelihood of such damages occurring. SOME COUNTRIES OR STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY IN THOSE JURISDICTIONS.

11. Indemnification

Licensee shall indemnify, defend and hold harmless Vanderbilt and its officers, trustees, faculty, staff, employees, students, agents and their respective successors or assigns against any and all claims, suits, losses, damages, costs, fees and expenses resulting from Licensee's possession and/or use of the Software (including any Modifications), including by not limited to any damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

12. Import/Export Restrictions.

Licensee shall comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and shall not export or re-export the Software in violation of any such restrictions, laws or regulations, or without obtaining all necessary approvals and licenses. Diversion contrary to U.S. law is prohibited. Licensee agrees to the foregoing and represents and warrants that it complies with these conditions.

13. Notices.

All notices required or permitted relating to a claim or breach of this Agreement shall be in writing and sent to Vanderbilt: Center for Technology Transfer and Commercialization, 1207 17th Avenue South, Suite 105, Nashville, Tennessee 37212, Attn: BCL Software. Either party may change their address from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by certified mail, postage prepaid, or personal or courier delivery. All Limited Support or other notices relating to the usage of the Software will be provided by Vanderbilt either via telephone or email.

14. General

This Agreement will be construed in accordance with, and its performance will be governed by, the laws of the State of Tennessee, excluding its conflict of laws principles. Any suit, action, or proceeding arising out of or relating to this Agreement will be decided in Davidson County, Tennessee. Licensee accepts the venue and jurisdiction of the Federal District Court of Middle Tennessee or the state courts in Davidson County, Tennessee.

Headings are provided for convenience only. No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.

Licensee shall not assign or transfer this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Vanderbilt. Vanderbilt may assign its rights or obligations hereunder without the consent of or notice to Licensee. This Agreement shall inure to the benefit of and bind successors and permitted assigns of Vanderbilt and Licensee.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired thereby. In the event either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the non-performing party, the non-performing party shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.

This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

ATTACHMENT A

Software Code

The Biology and Chemistry Library Project software ("Software") is an object oriented C++ programming library developed in the Meiler laboratory at Vanderbilt. The library is designed to simulate biological molecules – proteins and peptides in particular – as well as small chemicals such as therapeutics. It comprises mathematical methods to evaluate the energy of these molecules in their natural environment, manipulate conformation and chemical structure of the molecules, model biological processes such as protein folding and protein-small molecule interactions, determine protein structure de novo from no or sparse/low-resolution diverse experimental data, and correlate structural data with various properties such as NMR spectra or biological activities. The Software is comprised of several Modules.

The Software contains appropriate reading and writing methods for data input and output as well as a command-line interface for interaction with users. The Software links directly into the STL library that allows storage of structural as well as other related information. The Software is co-developed by students and trainees in the Meiler laboratory at Vanderbilt University. The common source code base is hosted on a SVN server at Vanderbilt's Advanced Computing Center for Research and Education (ACCRE). The Software Project code is commented and includes also a detailed HTML documentation. Some BCL Project-based applications that are available as WWW services for academic use can be found at www.meilerlab.org.