

Terms and Conditions of Use of the NMRLab/MetaboLab Software

1. Definition of the Software

The software authors developed the NMRLab/MetaboLab software package as a software tool for multi-dimensional NMR data processing with a focus on metabolomics data processing and metabolic flux analysis. The NMRLab/MetaboLab Software is composed of MATLAB program files (m files) and precompiled program files (p files). Documentation is available online at <http://nmrlab.org.uk>. NMRLab/MetaboLab is a software package that operates under the framework of the commercial software MATLAB (The Mathworks, Natick. NMRLab/MetaboLab was tested for compatibility with MATLAB releases 14 to 2011b under Mac OSX 10.7, GNU/Linux (Ubuntu 11.04) and Microsoft Windows 7. To use NMRLab/MetaboLab, the recipient must obtain separate licenses to use MATLAB.

2. License Agreement

I hereby accept and agree to all of the following:

- i) The software is provided to you free on a non-exclusive basis.
- ii) The software will be operable for a period of 12 months from dispatch to you.
- iii) The software shall only be used for non-commercial academic research by yourself and the members of your immediate research group (if any).
- iv) The software and derivatives thereof shall not be used for collaborations with a third party with commercial interests.
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- ix) The Licensee has the right to publish or present the results of the research work performed in accordance with this license. For any publication arising from work using the NMRLab/MetaboLab software the MetaboLab publication shall be cited (MetaboLab - advanced NMR data processing and analysis for metabolomics. C.Ludwig and U.L. Günther, *BMC Bioinformatics*, **12**:366 (2011)). For oral publications or posters the MetaboLab publication is to be acknowledged. The licensee shall submit copies of such publications to the Licensor.
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- xiii) You shall only install this software on up to 10 different computers at any one time.
- xiv) You shall only make one copy of the software as a back-up copy.
- xv) You shall only use the software in a manner that complies with all applicable laws in the jurisdiction in which you use the software, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
- xvi) This agreement is effective from the date you receive the software.
- xvii) This agreement shall terminate automatically once the software becomes non-operable except for those terms, which might reasonably be interpreted as surviving termination.
- xviii) This agreement shall be interpreted in accordance with and governed by the laws of England.

Please either fax this license agreement to +44-121-414-8357 or email it to C.Ludwig@bham.ac.uk

Signed:.....

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Date:.....