

rMLST Academic Use Licence

These licence terms apply to all licences granted by Oxford University Innovation Limited, a company registered in England under company number 2199542 with its registered office at University Offices, Wellington Square, Oxford OX1 2JD, United Kingdom (“OUI”) for use or access of the ribosomal multi-locus sequence typing (rMLST) allele sequence definition database and associated isolate provenance and genome database that indexes genome-wide sequence variation at ribosomal protein subunit (rps) loci by means of curated reference sequences (“the Database”) through this website <http://pubmlst.org/rmlst/> (the “Website”).

By requesting a user name and password to access the Database through the Website, you (the “User”) are confirming that you agree that your use of the Database is subject to these licence terms. In providing information for a user name and password you are confirming that you agree to your personal data being used in accordance with OUI's [Privacy Policy](#).

PLEASE READ THESE LICENCE TERMS CAREFULLY BEFORE USING THE DATABASE THROUGH THIS WEBSITE. IF YOU DO NOT AGREE TO THESE LICENCE TERMS YOU SHOULD NOT REQUEST A USER NAME AND PASSWORD OR USE THE DATABASE

1. Academic Use Licence

- 1.1 The User is granted the limited non-exclusive and non-transferable royalty free licence to access and use the Database provided that the User will:
- (a) not use the Database for or on behalf of any third party or to provide a service;
 - (b) limit their use of the Database to their own internal academic or other non-commercial research;
 - (c) use the Database in accordance with the prevailing instructions and guidance for use given on the Website and comply with procedures on the Website for user identification, authentication and access;
 - (d) comply with all applicable laws and regulations with respect to their use of the Database;
 - (e) except to the extent expressly permitted under these terms, not attempt to: reverse compile, disassemble or copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Database or Website in any form or media or by any means; and
 - (f) ensure that the Copyright Notice “Copyright © 2010-2019, University of Oxford” appears prominently wherever results from the Database are used, and on any documents or other material created using the Database.
- 1.2 OUI reserves the right at any time and without liability or prior notice to the User to revise, modify and replace the functionality and performance of the access to and operation of the Database.
- 1.3 The User acknowledges and agrees that OUI owns all intellectual property rights in the Database. The User shall not have any right, title or interest in or to the Database contents or any results or other output from the Database.

2. Submission of Data

- 2.1 The User will only submit data to the Database that they are entitled to submit and will not send to the Database any information that they wish to keep confidential or that is Personal Information as defined under the Data Protection Act 1998.

3. Indemnity and Liability

- 3.1 The User shall defend, indemnify and hold harmless OUI and the University of Oxford against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the User's possession or use of the Database, or any breach of these terms by the User.

- 3.2 The Database is provided on an 'as is' basis and the User uses the Database at their own risk. No representations, conditions, warranties or other terms of any kind are given in respect of the Database and all statutory warranties and conditions are excluded to the fullest extent permitted by law. Without affecting the generality of the previous sentences, OUI gives no implied or express warranty and makes no representation that the Database or any part of it: (a) will enable specific results to be obtained; or (b) that it meets a particular specification or is comprehensive within its field or that it is error free or will operate without interruption; or (c) is suitable for any particular, or the User's specific purposes.
- 3.3 Except in relation to fraud, death or personal injury, OUI's liability to the User for any use of the Database, in negligence or arising in any other way out of the subject matter of these licence terms, will not extend to any incidental or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect.
- 3.4 The User hereby irrevocably undertakes to OUI and to the University of Oxford not to make any claim against any employee, student, researcher or other individual engaged by OUI or the University of Oxford, being a claim which seeks to enforce against any of them any liability whatsoever in connection with this agreement or its subject-matter.

4. General

- 4.1 **Severability** - If any provision (or part of a provision) of these licence terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 4.2 **Entire Agreement** - These licence terms and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the Database.
- 4.3 **Law and Jurisdiction** - These licence terms and any disputes or claims arising out of or in connection with them shall be governed by, and construed in accordance with, the law of England. The User irrevocably submits to the exclusive jurisdiction of the English courts for any dispute or claim that arises out of or in connection with these licence terms.

If you are interested in using the Database commercially, please contact OUI to negotiate a licence. Contact details are: innovation@innovation.ox.ac.uk quoting reference 7895/MC.