

## **PROGRAM LICENSE AGREEMENT**

University of Zurich (hereinafter "LICENSOR") provides this program (hereinafter "PROGRAM") and licenses its use to individuals (hereinafter "INDIVIDUALS") or institutions (hereinafter "INSTITUTIONS").

### **LICENSE**

You shall:

- a. as an INDIVIDUAL, use the PROGRAM only at a single location at any given time;
- b. as an INSTITUTION, having the PROGRAM used solely by employees of the INSTITUTION;

YOU SHALL NOT USE, RENT, LEASE, SUB-LICENSE, TIME-SHARE, LEND COPY, MODIFY OR TRANSFER THE PROGRAM, OR ANY COPY, MODIFICATION OR MERGED PORTION, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS LICENSE.

### **TERM**

This license becomes effective at the moment you are provided access to the Software by LICENSOR after receipt of payment of the license fee. The license is effective until terminated. You may terminate it at any time by destroying the PROGRAM together with all copies. It will also terminate with immediate effect if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy the PROGRAM together with all copies.

### **NO WARRANTY/ INDEMNIFICATION**

THIS PROGRAM IS PROVIDED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. LICENSOR MAKES NO REPRESENTATION OR WARRANTY THAT THE PROGRAM OR THE USE OF THE PROGRAM WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS PROGRAM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU ARE RESPONSIBLE FOR THE SELECTION OF THE PROGRAM TO ACHIEVE ITS INTENDED RESULTS, USE OF THE PROGRAM, AND THE RESULTS OBTAINED THEREFROM. YOU AGREE TO INDEMNIFY AND HOLD LICENSOR AND ITS EMPLOYEES HARMLESS WITH RESPECT TO ALL CLAIMS BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE SOFTWARE.

## **GENERAL**

This Agreement will be governed by the laws of Switzerland.

You will acknowledge the Program authors on any publication of scientific results based in part on use of the Program.

-----

YOU ACKNOWLEDGE THAT YOU HAVE READ THE PROGRAM LICENSE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND UNIVERSITY OF ZURICH WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.