

END-USER SOFTWARE LICENSE AGREEMENT
(the “Agreement”)

WITH: Name: _____
Affiliation: _____
Address: _____

Email: _____

(hereinafter referred to as “Licensee”)

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7. Termination

This Agreement is in force for 365-days from the date of signature of this Agreement (the "Trial Period"). This Agreement will terminate automatically without further notice at the end of the Trial Period, or if Licensee breaches the provisions 4, 5 or 9 of this Agreement, or if any petition, assignment or proposal is made against or by the Licensee under the Bankruptcy Act or if the Licensee is adjudged bankrupt, or makes an assignment for the benefit of his/its creditors. . The Licensee will be given written notice of default for breaches of other provisions of this Agreement. If Licensee fails to cure the breaches within thirty (30) days, this Agreement shall terminate immediately. Upon termination, Licensee shall cease all form of use of the Documentation and Software. Notwithstanding the termination of this Agreement, Article 9 herein shall remain in full force and effect.

8. Update Policy

Licensor may produce, from time to time, modifications and/or updates of the Software and/or Documentation. Such modifications and updates may be made available to the Licensee at Licensor's discretion. However, any such modifications and/or updates will only become available as they are developed, and Licensor cannot and does not commit to the development of such modifications and/or updates on any particular schedule. Licensor is under no obligation to correct Software errors that arise in any version of the Software program. Licensor does not warrant that Software can or will be corrected or that Licensor will develop or provide Licensee with any operations, capabilities or features not present in the version of the Software delivered to Licensee under this agreement.

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All information, documentation, or software code which Licensor may have imparted, or may from time to time impart to the Licensee relating to the Software or Documentation is proprietary and confidential. Licensee agrees that it shall keep such information, such documentation or such software code strictly confidential and that it shall not at any time during or after expiry or termination of this Agreement disclose the same, whether directly or indirectly, to any third party without Licensor's prior written consent.

11 Absence of Warranty

(a) The Software is licensed “as is”. The web server may be down from time to time and we reserve the rights limit access to user at high usage peaks.

(b) Licensor does not warrant that the Software will meet Licensee’s requirements, that the Software will operate in the combinations that the Licensee may select for use, or that the operation of the Software will be uninterrupted or error-free.

(c) Licensee acknowledges that software in general is not error-free and agrees that the existence of such errors in the Software or the Documentation shall not constitute a breach of this Agreement.

(d) There are no warranties, whether express or implied, and Licensor disclaims all warranties of merchantability and fitness for a particular purpose, and any other warranty implied at law or in equity. Licensor makes no representations regarding the use or the results of use of the Software and/or Documentation in terms of corrections, accuracy, reliability, or otherwise.

12. Limitation of Liability

In no event shall Licensor be liable for any special, indirect or consequential damages, including those damages arising from loss of profits, loss of revenues, loss of data, or downtime, even if Licensor has been advised of the possibility of such damages. Licensor's liability on any other claim for loss or liability, including negligence, arising out of or connected with this Agreement, or the Software or Documentation, shall in no event exceed the smallest of the amount set forth in Article 2 or \$100.00 CDN (one-hundred Canadian dollars).

13. Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec.

(b) This Agreement is drawn up in English at the request of the parties. Le présent contrat est rédigé en anglais à la demande des parties.

(c) Neither party shall have the right to use the name of the other party without the specific written permission of the authorized representative of the other party.

(d) This Agreement does not establish a joint venture, agency or partnership between the parties, nor created an employer-employee relationship.

(e) Any waiver of any right under this Agreement must be in writing and signed by an authorised representative of Licensor. Failure of Licensor to enforce a right or strict performance under this Agreement shall not be deemed to prevent Licensor from subsequently asserting or exercising any right or from requiring strict performance. Waiver or failure to enforce shall not affect the validity of this Agreement.

(f) This Agreement contains the entire agreement and understanding between the Licensee and Licensor with respect to the subject matter hereof and supersedes any prior agreement or understanding whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written agreement signed by Licensor.

UPON SIGNING BELOW THE LICENSEE AGREES TO THESE TERMS AND CONDITIONS.

This Agreement takes effect on the signature date below

I have read, understood and agree to the above conditions:

Name

Title

Date

Signature

Additional information requested.

Name of group leader: _____

Dept./Institution: _____

Email : _____

Address: _____

Potential users (other than group leader) and their status (student, post doctoral fellows...):

Description of research for which FITTED is to be used (protein/nucleic acid targeted; disease targeted; funding; virtual screening or one-by-one docking; representative publications from your group...) :

Add a separate page if needed

Industrial collaborators on this research and other projects (describe):

Other docking programs available to the research group:

Signature of the group leader: