Academic use software agreement

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1. The above SOFTWARE is the property of PRINCETON and is made available as a service to the research community. The SOFTWARE is a research tool still in the development stage and is being provided "as is" without any support, services or improvements. PRINCETON makes no representations and extends no warranties of any kind, and expressly disclaims any representations or warranties of any kind (including, but not limited to, any warranties of merchantability, fitness for a particular purpose, or non-infringement).

2. The SOFTWARE will be used for teaching or not-for-profit research purposes only. The RECIPIENT agrees not to use the Software for commercial purposes.

3. The SOFTWARE will not be further distributed to others without PRINCETON'S prior written consent. The RECIPIENT shall promptly refer any request for the SOFTWARE to PRINCETON.

4. RECIPIENT acknowledges that any programs or software created based on the SOFTWARE will be considered a derivative of SOFTWARE and owned by PRINCETON.

5. The RECIPIENT agrees to acknowledge the source of the SOFTWARE in any publications.

6. RECIPIENT will use the SOFTWARE in compliance with all applicable laws, policies and regulations including, but not limited to, any approvals, informed consent, patient confidentiality principles and US government and local export control regulations.

7. In no event shall PRINCETON be responsible or liable to RECIPIENT or any third party for RECIPIENT's activities under or related to this Agreement, including RECIPIENT'S use of the SOFTWARE. RECIPIENT agrees to indemnify, defend, and hold harmless PRINCETON (including its trustees, officers, faculty, employees, students and agents), from and against any and all claims, liabilities, or damages based on, arising out of, or relating to this Agreement, including RECIPIENT's use of the SOFTWARE or RECIPIENT'S breach of this Agreement.

8. All disputes regarding the construction, interpretation and the parties' obligations under this Agreement shall be governed by the laws of the State of New Jersey, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be Mercer County, New Jersey.

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