ViSP est un outil interactif et multi-plate-forme de visualisation et quantification de données de localisation.

First and Last Name (required)

Your Email (required)

Your Institution (required)

by clicking on Send, you accept "SOFTWARE LICENSE AGREEMENT FOR RESEARCH USE"

Send

SOFTWARE LICENSE AGREEMENT FOR RESEARCH USE

By completing this form, downloading and using the SOFTWARE (as defined below), the User (as defined below) accepts all the following terms, with no restriction.

BY AND BETWEEN

INSTITUT CURIE, a private, non profit foundation of public interest, having a registered office at 26 rue d’Ulm – 75248 Paris Cedex 05 France,

Hereinafter referred to as “LICENSOR”,

AND

User: [The person choosing to use the SOFTWARE. Usage of the SOFTWARE requires acceptance of this license.]

Hereinafter referred to as “LICENSEE”,

LICENSOR and LICENSEE are hereinafter collectively or individually referred to as PARTIE(S).

WHEREAS
LICENSOR, has developed and owns certain right, title and interest in a software package, as described in Appendix 1 (the SOFTWARE),

LICENSEE is willing to use this SOFTWARE,

**NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1 - DEFINITIONS

For the purposes of this AGREEMENT, when the following expressions are in capital letters, they shall have the following meaning:

“AGREEMENT” means the present license agreement.

“SOFTWARE” means InferenceMAP for which LICENSEE desires to obtain the license. The SOFTWARE is accessible free of charge and for academics and non-profit use.

“CODES” means one or more of the SOFTWARE components, which consist in a set of binary and human readable files.

2 - GRANT OF LICENSE

2.1. LICENSOR hereby grants to LICENSEE, and LICENSEE accepts, a non-exclusive, non-transferable, limited license, without license fees, to use the SOFTWARE, for non-commercial research and educational purposes only, and to make such copies of the SOFTWARE in the original or modified form as are necessary for use.

2.2. This grant of license is limited to LICENSEE’s use on all computers located at its premises and does not authorize the use of the SOFTWARE by third PARTIES not located at the premises via the internet or any other means.

2.3. LICENSEE agrees not to reverse engineer, decompile, or disassemble the SOFTWARE.

2.4. LICENSEE shall not distribute, publish or otherwise transfer or allow to be transferred the SOFTWARE or any modified or unmodified copies thereof, in whole or in part, without prior written consent of the LICENSOR.

2.5. LICENSEE shall not sell, rent or lease the SOFTWARE or the use thereof access to the aforesaid.

3 - DELIVERY

LICENSOR shall provide LICENSEE access to the SOFTWARE by means of internet transmission (email and/or ftp) following execution of this AGREEMENT. Delivery is authorized by LICENSEE to
be made to the TECHNICAL CONTACT, with respect to the SOFTWARE.

4 - INSTRUCTION

LICENSOR shall endeavor to correct program bugs relating to the SOFTWARE’s operation and to provide to LICENSEE advice and answers to inquiries made in the form of electronic mail to LICENSOR at the following address: mohamed.el-beheiry@curie.fr or mohamed.elbeheiry@gmail.com

Any such efforts by LICENSOR, however, shall be done on an “as available” basis.

5 - USE OF NAME

5.1 LICENSEE may not use the name of Curie or Institut Curie, or any adaptation thereof in any publicity or advertising without the prior written consent of LICENSOR.

5.2 LICENSEE shall acknowledge the use of the SOFTWARE in any publication exposing or referring to results obtained with the SOFTWARE.

6 - INTELLECTUAL PROPERTY

6.1 SOFTWARE used alone or in connection with other documents including, without limitation, text, data, algorithms, compilations, photographs, graphics or other material useful for the embodiment of SOFTWARE is the property of LICENSOR.

6.2 Consequently, this AGREEMENT does not grant the LICENSEE any rights to patents, copyrights, trade secrets, trade names, trade marks (whether registered or unregistered), domain names or any other rights, functions or licenses in respect of LICENSOR’s SOFTWARE.

6.3 LICENSEE shall gain no ownership in the SOFTWARE. LICENSEE agrees not to allege or enjoin infringement or misappropriation by LICENSOR in any SOFTWARE modifications, extensions, or other improvements prepared by LICENSOR, or by any third PARTY obtaining SOFTWARE modifications, extensions or other improvements under license from LICENSOR.

7 - DISCLAIMERS

7.1 The SOFTWARE has been developed as part of research conducted at LICENSOR. The SOFTWARE is experimental in nature and is made available “AS IS”, without obligation by LICENSOR to provide accompanying services or support of this AGREEMENT. The entire risk as to the quality and performance of the SOFTWARE is with LICENSEE.

7.2 LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE, LICENSED SUBJECT MATTER, LICENSED RIGHTS, DISCLOSED, OR OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.
8 - INDEMNIFICATION

To the extent allowed by law, LICENSEE shall indemnify and hold harmless LICENSOR, and its officers, SOFTWARE developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from LICENSEE’s possession and/or use of the SOFTWARE, including but not limited to any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this AGREEMENT.

9 - TERMINATION

This AGREEMENT is effective until terminated. This AGREEMENT may be terminated at any time by destroying all copies of the SOFTWARE and other associated materials (e.g., documentation), in LICENSOR's possession. This AGREEMENT will terminate immediately without notice from LICENSOR if LICENSEE fails to comply with any of the terms and conditions of this license. Upon termination, all copies of the SOFTWARE and other associated materials should be destroyed. This AGREEMENT will also terminate immediately without notice from LICENSOR if SOFTWARE is found to implement patented algorithms or contain copyrighted code not owned by LICENSOR. This AGREEMENT cannot be terminated by any other mechanism of for any other reason than those stated herein.

10 - MISCELLANEOUS

10.1 This AGREEMENT shall be construed in accordance with, and its performance shall be governed by, the laws of France, and LICENSEE accepts the venue and jurisdiction of French Courts.

10.2 Headings are provided for convenience only.

10.3 No omission or delay of either PARTY hereto in requiring due and punctual fulfilment of the obligations of any other PARTY hereto shall be deemed to constitute a waiver by such PARTY of its rights to require such due and punctual fulfilment, or of any other of its remedies hereunder.

10.4 Amendments to this AGREEMENT must be in writing, reference this AGREEMENT, and be signed by duly authorized representatives of LICENSOR and LICENSEE.

10.5 If any provision of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

10.6 This AGREEMENT and the rights and benefits conferred upon LICENSEE hereunder may not be assigned or otherwise transferred by LICENSEE without the prior written consent of LICENSOR.

10.7 This AGREEMENT embodies the entire understanding of the PARTIES and supersedes all previous communications, representations, or understandings, either oral or written, between
the PARTIES relating to the subject matter hereof.