

# Springshare LLC

## Springshare Software License Agreement

BY SIGNING AND SENDING THIS DOCUMENT TO Springshare LLC (“SPRINGSHARE” or “LICENSOR”) YOU ARE CONSENTING, ON BEHALF OF YOUR INSTITUTION, TO BE BOUND BY THIS AGREEMENT. FURTHERMORE, YOUR AFFIRMATIVE RESPONSE IS A REPRESENTATION THAT YOU HAVE THE AUTHORITY TO BIND YOUR INSTITUTION TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE INSTALLATION PROCESS WILL NOT CONTINUE.

AGREEMENT: Subject to payment of applicable license fees, Springshare (31 Greylock Drive, Gansevoort, NY 12831) grants to you a non-exclusive license to use the Springshare software (“Software”) at your Institution.

You may not:

- modify, translate, or create derivative works based on the Software;
- rent, lease, grant a security interest in, or otherwise transfer rights to the Software; or
- reverse engineer or use the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features or functions of the Software or (c) copy any ideas, features, or functions of the Software.

This license is granted for one year from the date on which the Software is delivered, unless otherwise agreed by both your institution and Licensor, and may be extended by the mutual agreement of the parties and after payment of the agreed renewal fee (which fee may be increased from time to time).

Licensor may make modifications to this Agreement only with the mutual agreement of the Licensee. Licensee’s only right with respect to any dissatisfaction with any policies or practices of Licensor is to terminate this Agreement by prompt notice to Licensor and immediately cease using the Software.

You represent and warrant to Licensor that you will not transmit any materials that violate the rights of any third party, including intellectual property and contractual rights, or personal or privacy rights. Licensor shall not be responsible for losses, costs, expenses, claims and liabilities (including attorneys’ fees) arising out of or relating to your violation of this Agreement.

In addition to any other rights set forth in this Agreement, either you or Licensor may terminate this Agreement at any time upon thirty (30) days written notice. You agree to immediately cease using the Software upon termination.

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.**

TITLE: Title, ownership rights, and intellectual property rights in the Software shall remain in Licensor. You have no ownership rights in the Software. The Software is protected by the copyright laws and treaties. Title and related rights in the content accessed through the Software is the property of the applicable content owner and may be protected by applicable law. This License gives you no rights to such content.

TERMINATION: This license shall be terminated if either party commits a material or persistent breach of any term of this License and fails to remedy that breach (if capable of remedy) within thirty (30) days of notification in writing by the other party. On termination, you must cease using the Software.

OWNERSHIP OF DATA: Licensor does not own any data, information or material that you submit to the Software ("Customer Data"). You, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Licensor shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated, Licensor will make available to you a file of the Customer Data in XML format within 30 days of termination if you so request at the time of termination.

INTERNET DELAYS: Springshare's services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Licensor is not responsible for any delays, delivery failures, or other damage resulting from such problems.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL LICENSOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT LICENSOR RECEIVED FROM YOU FOR A LICENSE TO THE SOFTWARE, EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. IN NO EVENT WILL LICENSOR BE HELD LIABLE FOR ANY DATA LOSS ASSOCIATED WITH THE SOFTWARE; IN NO EVENT WILL LICENSOR BE HELD RESPONSIBLE FOR THE OPERATION OR MAINTENANCE OF HARDWARE, EXCEPT AS PROVIDED IN THIS LICENSE AGREEMENT. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

Agreed by:

Institution: \_\_\_\_\_

Name (print): \_\_\_\_\_

Name (sign): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_