

License agreement for final academic user

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Database means the content of the downloaded file or of any else medium (CD, floppy disk, ...) supplied with this agreement including :

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- the indexation system;
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Use means the access, downloading, installation, execution, copy of the database or any else advantage resulting from the use of its functions.

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Entitled Research Units means the administrative entities acting under the authority of the same non-profit organization as the *FAU*, not being legally independent and being located at the same address as the *FAU*..

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- a) The database, as well as any copy of it, is the intellectual property of *INRA*. The structure and the organization of the database constitute trade secrets and confidential information that *The FAU* is not allowed to use or disclose, except for the purposes mentioned in this agreement.
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- c) *INRA* reserves all rights that are not expressly cited in the present license agreement.
- d) *The FAU* accepts to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the DATABASE, and to reproduce and include same on each copy of the DATABASE as permitted herein.

2) License of the database

- a) *INRA* grants to *The FAU* by this agreement a non-exclusive, world-wide and royalty-free license to *use* the *database* to the end described hereunder in the *domain of the license*, for a period of one year from the acceptance of this license agreement.
- b) After acceptance of this license agreement, the *FAU* will receive by automatic e-mailing a confidential key code. *The FAU* will then be authorized to download *the database* via the ftp protocol. This key code will be valid during the week of the subscription (from Monday to Saturday).
- c) *The FAU* is authorised to download, install, execute the *database* on the *FAU computers* but only within the *Entitled Research Units*. Only the permanent or temporary staff of the *Entitled Research Units* will have access to the *Database*. *The UFA* is responsible for the respect of the ban of access to any unauthorized person from the *Entitled Research Units*.

- d) The current *use of the database* requires the use of a browser. However, the *FAU* may choose to install and execute a software, such as RasMol, VRML browser or others. The grant of a license to use such software is independent from this license agreement and may be negotiated directly between *The FAU* and the owner of rights on such software. In any case can be *INRA* liable for the impossibility to use the database in case of lack of a valid license of the appropriate software.
- e) *The FAU* is not authorised to rent, sell, sublease, distribute, assign, transfer, license, sublicense or otherwise share the *database* or one of *INRA*'s rights on the *database*.
- f) *The FAU* may personalize the set up of the *database* or extend its functions. As well, *The FAU* may translate, adapt, fix, modify the *database* when these acts are necessary for the *use of the database* in accordance with this agreement.
- g) *INRA* reserves the right to correct errors, without implying as regard to *INRA* any undertaking to supply any else assistance, maintenance or services associated with the *database*.
- h) The *FAU* is authorised to extract (that is transfer permanently or temporarily) whole or a part of the content of the database (data) onto an other medium, by any mean and in any form, for its use in the Domain of the license.
- i) On the other hand, the *FAU* is in any case authorised to re-use (that is to put at the public's disposal) whole or a part of the content of the database (data) whatever the form may be.
- j) The *FAU* is allowed to produce supplementary modules for the database, to improve or adapt the database provided however that the use of these modules, supplementary versions, improvements, additions or upgrades will be used in accordance with this agreement and strictly in the domain of the licence.

3) Limitation of warranty

Except as expressly set forth in this agreement, the database is provided on a " as is " basis, without warranties or conditions of any kind, either express or implied including, without limitation any warranties or conditions of title, non-infringement, merchantability or fitness for a particular purpose. The *FAU* are responsible for determining the appropriateness of using the database and assume all risks associated with its exercise of rights under this agreement including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment and unavailability or interruption of operations.

4) Disclaimer of liability

Except as expressly set forth in this agreement, under no circumstances shall *INRA* be liable to any person for any direct, indirect, incidental, special or consequential damages (including without limitation work stoppages, download stoppages, viruses, computer failure or malfunction, loss of goodwill, lost profits), however caused and arising in any way out of the use of the database or the exercise of any rights granted hereunder, even if advised of the possibility of such damages.

5) Termination

In case of failure of the *FAU* to comply with any term of this agreement, the license will automatically terminate. In case of termination, The *FAU* must immediately destroy the database as well as any copy, adaptation, improvement or any part of the database or of the data merged in a other database.

6) Applicable law

This contract and all disputes arising out of the execution or interpretation of this license shall be governed by French law.

7) Disputes

The parties undertake to settle their differences amicably. In case of persistent disagreement, the courts of Paris will be competent.

8) Language

The present license has been established in two versions, one in French and one in English. In case of difficulties of interpretation, French version shall be authoritative.