

END-USER LICENCE AGREEMENT

PLEASE READ THIS CAREFULLY BEFORE USING THE SOFTWARE

1. PROPERTY OF LICENSOR

1. You are licensed to use the Software only if you accept all the terms and conditions below.
2. By downloading the Software that is packaged with this End-User Licence Agreement (“EULA”), you agree to be bound by the terms and conditions hereunder that will govern your use of the Software.
3. For the purposes of this EULA, ‘Licensor’ shall mean Exploit Technologies Pte Ltd, and its Affiliates shall mean the Agency for Science, Technology and Research, and the Genome Institute of Singapore.

2. LICENCE

1. This Software is made available for academic, non-commercial research purposes only (the “Purpose”). The Licensor grants to you for the Term a limited, non-exclusive, non-sub-licensable, non-transferable, non-commercial licence to use the Software for the Purpose, provided that the computer or other device on which you are using the Software (the “Device”) belongs to you, is under your control, and is personally used by you.
2. The Term of this EULA shall therefore commence on the date that you download the Software.

3. LICENCE RESTRICTIONS

1. You are not permitted to:
 - 1.1. Do anything which will affect the Licensor’s rights in the Software.
 - 1.2. Copy, distribute, disseminate or otherwise in any way make the Software available to any other person.
 - 1.3. Except as expressly permitted by this EULA and save to the extent and in the circumstances expressly required to be permitted by law, to rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software, or use, reproduce or deal in the Software or any part thereof in any way.
 - 1.4. Use the Software in any manner that could damage, disable, overburden, or impair the Software (or servers or networks connected to the Software, if any), or use the Software in any manner that could interfere with any other person’s use and enjoyment of the Software.
 - 1.5. Remove, obscure, or alter the Licensor’s or any third party’s copyright, trade mark or other intellectual property notices, affixed to or contained within or accessed in conjunction with or through use of the Software.

4. OWNERSHIP AND RIGHT TO USE CREATED PROGRAMMES

1. The Licensor and/or its Affiliates shall at all times retain ownership of the Software.
2. All title and intellectual property rights in and to the Software belong to the Licensor, its Affiliates and/or third parties, and the Licensor and/or its Affiliates also owns any accompanying documentation and any copies of the Software.
3. The Software may be distributed with third party software. You acknowledge and accept that this EULA does not govern the use of third party software and you understand that you are responsible for obtaining all necessary consents or licenses for its use of any third party software and for complying with any terms thereto.
4. You agree and hereby grant the Licensor and its Affiliates a fully paid up, perpetual, non-commercial, non-transferable, non-sub-licensable and non-exclusive licence to use any computer program/software created by you using the Software for research purposes only.

5. **WARRANTIES**

1. The Licensor represents and warrants that it has the right to enter into this Agreement without breaching any fiduciary contractual or statutory obligations. Save as expressly provided herein, the Licensor does not make any express or implied representation or warranty as to the Software or its functions. Without limiting the generality of the foregoing, the Licensor expressly disclaims any implied warranty, condition or representation that the said Software corresponds with a particular description, is of a merchantable satisfactory quality, or is fit for a particular purpose. Nothing in this Agreement shall be construed as a warranty or representation by the Licensor that the Software is or will be free from infringement of patents, copyrights, trademarks, industrial designs, or other intellectual property rights of any third party.
2. The Software is provided "as-is". The Licensor does not warrant that the Software will meet your requirements, is suitable for your Device or the operating system on your Device, will not be detrimental to your Device or anything therein, or that the operation of the Software will be uninterrupted or error-free or that defects in the Software will be corrected. You shall load and use the Software at your own risk and in no event will the Licensor or its Affiliates be liable to you for any loss or damage of any kind (except personal injury or death resulting from the Licensor or its Affiliate's negligence) including lost profits or other consequential loss arising from your use of the Software.

6. **LIMITATION OF LIABILITY**

Save for death or personal injuries caused by negligence, in no event shall the Licensor whether as a breach of contract, tort or otherwise, be liable to you or to a third party for any indirect, special, incidental, consequential damages, loss of profits or pure economic loss.

7. **INDEMNITY**

To the maximum extent permitted by law, you agree to indemnify, hold harmless and defend the Licensor against all claims, actions, suits, proceedings, costs, expenses, liabilities, loss or damage arising out of your breach of this EULA or your use of the Software.

8. **TERM AND TERMINATION**

1. This EULA shall automatically terminate when you remove or uninstall the Software from your Device, or when you part with ownership or possession of your Device, or if you fail to abide by any of the terms and conditions of this EULA ("Term").
2. The Licensor may terminate this EULA forthwith by oral or written notice without the need to provide any reason whatsoever.

3. Upon termination you shall destroy all copies of the Software and any documentation including any Software stored on any Device under your control.

9. **LAW AND JURISDICTION**

This EULA shall be governed and constructed in accordance with the laws of the Republic of Singapore. The Parties hereby submit to the non-exclusive jurisdiction of Supreme Court of the Republic of Singapore.

10. **GENERAL**

1. You agree that the Licensor shall have the right, after supplying undertakings as to confidentiality, to audit any Device or other computer system on which the Software has been stored and/or installed in order to verify compliance with this EULA.
2. Licensor reserves the right to amend or modify the terms and conditions of this EULA from time to time at its sole discretion by notification of new versions of this EULA on its Website.
3. You agree to abide by all applicable laws pertaining to your use of this Software, including the Strategic Goods (Control) Act, a copy of which is available here: <http://www.customs.gov.sg/stgc/leftNav/ove/Legislation.htm>.
4. Any part of any clause in this EULA that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this EULA shall not be affected by that deletion.
5. Failure or neglect of any party to exercise any of its rights or remedies under this EULA will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this EULA nor prejudice the party's right to take subsequent action.
6. This EULA is personal to you and you may not assign, transfer, sub-contract or otherwise part with this EULA or any right or obligation under it without the Licensor's prior written consent.