

## **TERMS OF USE – Sched3d v.5 Software**

The Sched3d v.5 software (for generating coordinate lists for NMR spectrometers) as downloaded and updated from time to time ('**the Software**') and accompanying documentation (if any), is provided free and on an AS IS basis, subject to the following terms ('**Terms of Use**'). By installing or using the Software (including updated or new versions), you (personally and, if the Software is used in relation to your employment, then also on behalf of your employer) agree with The University of Queensland ABN 63 942 912 684 ('**UQ**') to these Terms of Use. If you employ or engage employees or contractors, only your employees and contractors that UQ has consented to in writing ('**Licensed Users**') may use the Software and accompanying documentation (if any). These Terms of Use also apply to such Licensed Users personally.

**If you do not accept these Terms of Use you are not permitted to use, and should immediately cease all use of, the Software and documentation.** UQ may vary (including add to and amend) the Software, documentation and these Term of Use at any time (including via Software updates). Such changes take effect from the time you next use the Software unless UQ notifies you to the contrary.

### **LICENCE**

UQ grants you a royalty-free, non-exclusive, non-transferrable and revokable licence to use the Software and accompanying documentation (if any) solely for non-commercial purposes and subject to your compliance with these Terms of Use. UQ may revoke this licence, and any related consent granted by UQ, at any time at UQ's convenience without giving reasons.

You must not (and you must also ensure your Licensed Users do not):

- modify or distribute the Software or accompanying documentation (if any), or incorporate it into any other software or documentation, without UQ's prior written consent or reverse engineer, decompile, disassemble or create derivative works of, the Software or accompanying documentation;
- copy the Software, in whole or part, except for backup purposes or where incidental to loading and executing the Software or as permitted in accordance with UQ's written consent or any law that cannot be excluded;
- do anything that allows persons other than Licensed Users to have access to or use of the Software or documentation; or
- authorise, assist or enable others to, derive any revenue or profit or other commercial benefit from use of the Software.

All other intellectual property rights are reserved by UQ.

### **DISCLAIMER AND LIABILITY EXCLUSIONS AND LIMITATIONS**

You agree that, to the full extent permitted by law:

- use of the Software and accompanying documentation is at your own risk and that you must use your own independent knowledge, skill and judgment in making any use of them and you have not relied upon any statement or representation by or on behalf of UQ or any of its personnel in relation to them or your use of them;
- except as expressly stated in these Terms of Use, all conditions, guarantees and warranties express or implied (whether legislative or otherwise) are excluded;
- UQ does not warrant, guarantee or represent:
  - the Software or documentation (if any) is free of defects or errors or that it will be supported or updated or that any defects or errors will be corrected; or
  - the Software or documentation (if any) is of merchantable quality, or suitable for any purpose, or that the Software will operate as intended, or that it will operate without causing any defect in or damage to any device, software or system; and
- neither UQ, nor its personnel, will be liable under any legal theory (including in contract, tort, including negligence, the common law, in equity, under statute or otherwise) to you or to any person claiming through you, for any loss, damage, cost, expense or liability of any kind whatsoever (whether direct, indirect, consequential or otherwise) that you or any other person suffers or incurs in connection with the Software or documentation or their use, whether or not such loss, damage, cost, expense or liability was foreseeable or the risk of it was known by UQ or its personnel.

In the event that UQ has any liability in connection with the Software, documentation or these Terms of Use that cannot by law be excluded then, to the extent permitted by law, UQ's liability is limited (and, to the extent permitted by law, at UQ's option):

- for goods: to replacing or repairing the goods or supplying equivalent goods or paying the cost thereof; or
- for services: to re-supplying the services or paying the cost of having the services supplied again.

Except in respect of liability UQ cannot by law exclude, you agree you will not make allegations or claims of any kind whatsoever against UQ or its personnel in connection with the Software or documentation or any use of them by any person.

### **GENERAL TERMS**

These Terms of Use are to be governed by and construed in accordance with the laws in force in the State of Queensland, Australia and you irrevocably submit to the exclusive jurisdiction of the courts of that State and any relevant Federal or appeal courts. To the full extent permitted by law, the application of the *Sale of Goods (Vienna Convention) Act 1986* (Qld) to the Software, documentation and these Terms of Use is excluded. You must not assign these Terms of Use or rights under them without UQ's prior written consent. If any provision of these Terms of Use is void, voidable or unenforceable it is to be read down so as to be valid and if it cannot be so read down then it is to be severed in the relevant jurisdiction (without affecting the remainder of these Terms of Use), unless this would fundamentally alter these Terms of Use or be contrary to public policy.

Copyright © 2014 The University of Queensland. All rights reserved.

---