

MODEL END USER SOFTWARE LICENCE AGREEMENT – WEBSITE VERSION

This End User Software Licence Agreement (the “**EULA**”) is a contract between the user of the Software (the “**End User**”) and University College Cork – National University of Ireland (the “**Licensor**”), whose principal place of business is at College Road, Cork, Ireland. The Licensor and the End User together shall be referred to as the “**Parties**” and individually shall be referred to as a “**Party**”.

Please read this EULA carefully. By using the Software, the End User accepts all of the terms and conditions set out in this EULA. If the End User does not wish to be legally bound by the terms and conditions of this EULA, do not use the Software.

The Parties agree as follows:

1. Definitions

1.1 *Definitions.* Unless otherwise provided in the main body of this EULA, capitalised terms shall have the meaning given to them in this Clause 1.1

‘*Confidential Information*’ means The Software, and all information, data, drawings, designs, specifications, documentation, and other items (in any form whatsoever) which the Licensor may (directly or indirectly) disclose or otherwise make available to the End User during the course of or in anticipation of this EULA.

‘*Software*’ means the R-Shiny web application for predicting the crystallinity index of micro-crystalline cellulose from Raman spectra.

‘*Start Date*’ means the date on which this EULA has been entered into by both Parties.

2. Licence

2.1 *Licence.* Subject to the provisions of this EULA, the Licensor grants to the End User a non-transferable, non-sub-licensable, and non-exclusive licence to use the Software for the purpose of predicting the crystallinity index of microcrystalline cellulose from Raman spectra for the duration of this Agreement.

2.2 *Reservation of rights.* Except for the licence explicitly granted by Clause 2.1, the Licensor reserves all its rights. The End User acknowledges and agrees that the End User is licensed to use the Software only in accordance with the express provisions of this EULA and not further or otherwise.

2.3 *No support, etc.* The Licensor shall have no obligation to upgrade, update, bug-fix, to provide support or maintenance services, or to provide assistance or consultancy services in relation to the Software.

3. Use, etc.

3.1 *Restrictions.* Except to the extent permitted by applicable mandatory law, the End User shall not: (a) copy or reproduce the Software; (b) merge the Software with any other software; (c) translate, adapt, vary, or modify the Software; or (d) disassemble, decompile, or reverse engineer the Software, or otherwise attempt to derive the source code of the Software.

3.2 *Further restrictions.* The End User shall not: (a) provide, disclose, demonstrate, or otherwise make available the Software to any third party; or (b) use the Software to provide any services or training for any third party; or (c) sell, lease, rent, transfer, hire-out, license, sub-license, assign, distribute, publish, charge, pledge, encumber, commercially exploit, or otherwise deal with the Software, or have any software written or developed that is based on or derived from the Software.

4. Confidential Information

4.1 *Confidentiality obligations.* As between the Parties, all Confidential Information belongs to the

Licensor. At all times during the term of this EULA and at all times subsequently, the End User shall: (a) maintain all Confidential Information securely and in the strictest confidence and shall respect the Licensor's rights therein; (b) not disclose or otherwise make available any Confidential Information to any third party; and (c) not use any Confidential Information for any purpose, except for the purpose of using the Software in accordance with the provisions of this EULA.

4.2 *Exceptions to obligations.* The provisions of Clause 4.1 shall not apply to Confidential Information which the End User can demonstrate by reasonable, written evidence: (a) is subsequently disclosed to the End User without any obligations of confidence by a third party who has not derived it directly or indirectly from the Licensor; or (b) is or becomes generally available to the public through no act or default of the End User or its agents, employees, or affiliates.

5. **Acknowledgements, disclaimers, etc.**

5.1 *Acknowledgements.* The End User acknowledges and agrees that software in general is not error-free and agrees that the existence of any errors in the Software shall not constitute a breach of this EULA by the Licensor.

5.2 *Viruses, etc.* The Licensor does not warrant that the Software supplied under this EULA shall be free from all viruses. The End User acknowledges and agrees that it is solely the End User's responsibility to conduct appropriate virus scanning of the Software prior to installation and use.

5.3 *No implied warranties, etc.* The express undertakings and warranties given by the Licensor in this EULA are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way, including any implied warranty of merchantability, satisfactory quality, fitness for any particular purpose. All of these are excluded to the fullest extent permitted by applicable law. Without limiting the scope of the preceding sentences, the Licensor gives no warranty or guarantee that the Software will meet the End User's requirements, that the use of the Software will be un-interrupted, or that any errors and/or defects in the Software can or will be corrected.

5.4 *Indemnity.* The End User shall indemnify the Licensor from and against any and all losses, damages, claims, demands, liabilities, costs, and expenses of any nature whatsoever that may be asserted against or suffered by the Licensor and which relate to: (a) any use by the End User of the Software; and/or (b) the development, manufacture, use, supply, or any other dealing in any products or services that were generated from the use of the Software, including any claims based on product liability laws.

5.5 *Limit of liability.* The cumulative maximum liability of the Licensor to the End User under or in connection with this EULA, irrespective of the basis of the claim (whether in contract, tort, negligence, or otherwise), shall be limited to one hundred euro (€100) and further in accordance with the provisions of this Clause 5.5:

- (a) The Licensor does not seek to exclude or limit liability where such exclusion or limitation is precluded from applicable law, including any liability that may arise in respect of (i) death or personal injury resulting from the Licensor's negligence, or (ii) fraud.
- (b) Subject to Clause 5.5(a), the Licensor shall in no circumstances be liable for any type of special, indirect or consequential loss, for any loss of profit, revenue, or anticipated saving, lost, incorrect or spoiled data, loss of use, loss of contracts with third parties, loss of business or loss of goodwill, even if such loss was reasonably foreseeable or the Licensor had been advised of the possibility of the same arising.

6. **General**

6.1 *Amendments.* This EULA may only be amended in writing signed by duly authorised representatives of the Licensor and the End User.

6.2 *Invalid clauses.* If any provision or part of this EULA is held to be invalid, amendments to this EULA may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this EULA to the maximum extent permissible under applicable law.

- 6.3 *No agency.* Nothing in this EULA shall create, evidence, or imply any agency, partnership, or joint venture between the Parties. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.
- 6.4 *Interpretation.* In this EULA:
- (a) references to persons include incorporated and unincorporated persons and references to the singular include the plural and vice versa;
 - (b) references to Clauses means clauses of this EULA;
 - (c) references in this EULA to termination include termination by expiry; and
 - (d) where the word "including" is used it means "including without limitation".
- 6.5 *Governing law and jurisdiction.* The validity, construction, and performance of this EULA shall be governed by and construed in accordance with the laws of the Republic of Ireland and shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland to which the Parties hereby submit.
- 6.6 *No use of names, etc.* Neither Party shall use the names, marks, trade names, trade marks, crests, logos, or registered images of the other Party without that Party's prior written consent. Notwithstanding, the aforementioned restrictions the Licensor may be obliged to report, its activities including those relating to Government-related research. The End User hereby consents to information relating to this EULA being reported to Government-related Bodies providing that any such information shall be kept to the minimum required, but shall include the name of the End User if necessary.
- 6.7 *Termination:* The Licensor may terminate this EULA if the End User breaches the terms and conditions herein and these breaches are not capable of remedy, or if the breach is capable of remedy, they have failed to remedy it with the time required by the Licensor. Either Party, may terminate this EULA, for whatever reason on 5 days' notice to the other Party. The following clauses shall be deemed to survive the termination of this EULA, clauses 3.1, 3.2, 4, 5, 6.5, 6.6.
- 6.8 *Entire agreement.* This EULA, including the attached Exhibits, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral and written agreements, arrangements, or understandings between them relating to such subject matter.