

Instructions for Licensing TableEditor

- 1) Print out and complete the End-User License Agreement.
 - Effective Date
 - Institution Name
 - Institution Address
 - Principal Investigator's Name
 - Street Address where TableEditor will be used
 - Contact email address
- 2) Have the End-User License Agreement signed by an authorized representative of your Institution.
- 3) Mail the completed End-User License Agreement to:

Office of Technology Asset Management
Wake Forest University Health Sciences
One Technology Place
200 East First Street, Suite 101
Winston-Salem, NC 27101

- 4) Once received, we will provide one executable version of the TableEditor to the Principal Investigator at the contact information provided.

Feel free to contact our office with any questions or concerns related to licensing the TableEditor.

Office of Technology Asset Management
Wake Forest University Health Sciences
One Technology Place
200 East First Street, Suite 101
Winston-Salem, NC 27101
P: 336-716-3729
F: 336-777-3259

BY USING THE TABLEEDITOR, INSTITUTION AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE INSTITUTION DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE INSTITUTION IS NOT AUTHORIZED TO USE TABLEEDITOR.

End-User License Agreement

This END-USER LICENSE AGREEMENT (“Agreement”) for the TableEditor software in executable format (together with any accompanying documentation, the “TableEditor”), is effective as of this ____ day of _____, 200_ between Wake Forest University Health Sciences, an educational institution organized as a nonprofit corporation under the laws of the state of North Carolina, having a place of business at 200 East First Street, Suite 101, Winston-Salem, NC 27101 (“WFUHS”), and _____ with a place of business at _____ (“Institution”).

1. OWNERSHIP AND BACKGROUND. TableEditor was created at WFUHS, and it is an experimental, research product. TableEditor is a proprietary editor for tab-separated text tables that can edit huge tables with thousands of columns and rows and large file size. WFUHS owns all right, title and interest in TableEditor, but does not own certain tools which may be necessary for supporting the TableEditor. WFUHS is willing to non-exclusively license the use of TableEditor to non-profit and educational institution end-users for their internal research purposes upon the terms and conditions of this Agreement. Institution has no rights to TableEditor other than as expressly stated in this Agreement. TableEditor is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

2. GRANT. Subject to the terms and conditions of this Agreement, WFUHS hereby grants the Institution a royalty-free, non-exclusive, non-transferable license to make copies and modify the TableEditor solely for the Institution’s internal research use. As a condition of this Agreement, the Institution shall not: a) reverse compile, reverse engineer or reverse assemble all or any portion of the TableEditor; b) distribute, disclose, market, rent, lease or transfer TableEditor to third parties; c) perform or release benchmarks or other comparisons of the TableEditor without WFUHS' prior written consent; e) assign or sublicense the TableEditor; or f) use the TableEditor for production purposes. No source code is provided under this Agreement.

If the Institution wishes to obtain TableEditor for any commercial purposes, the Institution will need to execute a separate licensing agreement with WFUHS and pay a fee. This includes, but is not limited to, using TableEditor to provide services to outside parties for a fee. In that case please contact:

Office of Technology Asset Management
Wake Forest University Health Sciences
One Technology Place
200 East First Street, Suite 101
Winston-Salem, NC 27101
(336) 716-3729

3. ADDITIONAL TERMS AND CONDITIONS.

Use: Institution, under the supervision of the “Principal Investigator” (as defined below), is limited to using the TableEditor at the “Location” (as defined below). No rights are granted to use or otherwise provide access to the TableEditor outside of the Location.

Principal Investigator:

Location:

Contact Email Address:

Feedback: Institution agrees to provide WFUHS with feedback on the use of the TableEditor software, and that WFUHS is permitted to use any information Institution provides in making changes to the TableEditor software. All bug reports and technical questions shall be sent to jmychale@wfubmc.edu.

Credit: Institution agrees to cite the following publication in any research publication using the TableEditor: TableEditor (Zhong M., Mychalekyj J.C. 2006, unpublished work)

Modifications: Institution acknowledges that WFUHS, its affiliates, and its licensees may develop modifications to TableEditor that may be substantially similar to Institution's modifications of TableEditor, and that WFUHS, its affiliates, and its licensees shall not be constrained in any way by Institution in WFUHS', its affiliates' or its licensees' use or management of such modifications. Institution acknowledges the right of WFUHS and its affiliates to prepare and publish modifications to TableEditor that may be substantially similar or functionally equivalent to Institution's modifications and improvements, and if Institution obtains patent protection for any modification or improvement to TableEditor Institution agrees not to allege or enjoin infringement of Institution's patent by WFUHS, its affiliates or by any of WFUHS' licensees obtaining modifications or improvements to TableEditor from WFUHS.

Notices and Markings: Institution must maintain all copyright notices and other proprietary markings, including trademark notices, on all copies of TableEditor.

Distribution or Transfer: Institution may not rent, lease, license, sublicense, sell, assign, convey or otherwise transfer any right under this Agreement to any third party without the express written permission of WFUHS.

Termination: Without prejudice to any other rights, WFUHS may terminate this Agreement immediately if Institution fails to comply with the terms and conditions of this Agreement. In such event, Institution must destroy all copies of TableEditor and certify to WFUHS in writing that such destruction has been carried out.

4. COPYRIGHT. Title and copyright in and to TableEditor are owned by WFUHS.

5. NO WARRANTIES. TABLEEDITOR IS AN EXPERIMENTAL RESEARCH PRODUCT. WFUHS EXPRESSLY DISCLAIMS ANY WARRANTY FOR TABLEEDITOR. TABLEEDITOR, ANY RELATED DOCUMENTATION, AND RELATED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WFUHS MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OR

COMPLETENESS OF TABLEEDITOR, AND SHALL HAVE NO LIABILITY BASED ON CLAIMS OF ERRORS. THE ENTIRE RISK, ARISING OUT OF THE USE OR PERFORMANCE OF TABLEEDITOR, REMAINS WITH INSTITUTION.

6. LIMITATIONS ON DAMAGES. In no event shall WFUHS be liable for any damages whatsoever (including, without limitation, damages for loss of life or other pecuniary loss) arising out of the use of or inability to use TableEditor, even if WFUHS has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. IN NO EVENT SHALL THE TOTAL LIABILITY OF WFUHS, ITS DIRECTORS, OFFICERS, TRUSTEES, PERSONNEL, AGENTS, EMPLOYEES, STUDENTS, SUCCESSORS AND ASSIGNS OF WAKE FOREST UNIVERSITY HEALTH SCIENCES UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH TABLEEDITOR, FOR ANY REASON, EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY INSTITUTION TO WFUHS FOR USE OF TABLEEDITOR.

7. MISCELLANEOUS.

WFUHS is based in and directs its operations from the State of North Carolina, United States of America. This Agreement is governed by the laws of the State of North Carolina, without reference to conflict of laws provisions. All legal proceedings relating to TableEditor or the formation or interpretation of this Agreement shall be brought only in the state or federal courts located in Winston Salem, North Carolina, and Institution hereby expressly submits to the jurisdiction of such courts and consent to extra-territorial service of process.

8. NO SUPPORT.

No support is provided for the TableEditor.

9. AUTHORIZED REPRESENTATIVE

By signing below, you certify that you are the authorized representative for the Institution and have full right and authority to enter into this Agreement.

Institution

Name: _____

Title: _____

Date: _____