

# **GloboPOP Software License**

## **Version 1.1 - August 2005**

The GloboPOP software program is provided to interested parties at no cost.

The use of the GloboPOP software program is governed by the following legal agreement. The purpose of the agreement is to ensure that all users are treated equitably, and we are not disadvantaged in any way by providing the software. All use of this software is conditional upon your compliance with the license terms which follow. If you do not agree to the terms of this license agreement, or do not comply with the terms and conditions of this agreement, you are not permitted to use this software and are required to remove the GloboPOP software program from your computer system, and destroy all copies of the software. The use of the GloboPOP software program constitutes your agreement to abide by the terms and conditions set out in this document.

THE GLOBOPOP SOFTWARE PROGRAM, HEREIN CALLED THE "SOFTWARE", IS OWNED BY THE UNIVERSITY OF TORONTO AND IS PROTECTED BY CANADIAN COPYRIGHT LAWS. UPON YOUR AGREEMENT TO AND COMPLIANCE WITH THE TERMS OF THIS LICENSE AGREEMENT, THE UNIVERSITY OF TORONTO GRANTS YOU, HEREIN CALLED THE "LICENSEE", THE FOLLOWING NON-TRANSFERRABLE, NON-EXCLUSIVE RIGHTS OF USE. THE UNIVERSITY OF TORONTO HAS THE RIGHT TO TERMINATE THIS AGREEMENT IF THE "LICENSEE" FAILS TO COMPLY WITH ANY TERM OR CONDITION OF THIS AGREEMENT. NO TITLE TO THE INTELLECTUAL PROPERTY IN THE "SOFTWARE" IS TRANSFERRED TO YOU. THE "LICENSEE" DOES NOT ACQUIRE ANY RIGHTS TO THE "SOFTWARE" EXCEPT AS EXPRESSLY SET FORTH IN THIS LICENSE.

### **GRANT OF LICENSE REGARDING THE GLOBOPOP PROGRAM**

THE UNIVERSITY OF TORONTO GRANTS THE "LICENSEE" THE FOLLOWING RIGHTS REGARDING THE USE OF THE "SOFTWARE":

- 1) USE OF THE "SOFTWARE" FOR THE "LICENSEE'S" PERSONAL OR BUSINESS PURPOSES.
- 2) COPYING THE "SOFTWARE"
  - i) THE "LICENSEE" MAY NOT MAKE COPIES OF THE "SOFTWARE" OTHER THAN THOSE GRANTED BY LAW FOR ARCHIVAL OR BACKUP PURPOSES.
  - ii) THE "SOFTWARE" MAY BE TRANSFERRED TO THE HARD DISK OF ANY COMPUTER, OR NETWORK OF COMPUTERS, BELONGING TO THE "LICENSEE".

### **RESTRICTIONS REGARDING THE GLOBOPOP PROGRAM**

- 1) THE "LICENSEE" MAY NOT REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, MODIFY, TRANSLATE, OR ALTER THE SOFTWARE AND/OR THE ASSOCIATED FILES, OR IN ANY MANNER SUPPORT OR CAUSE SUCH TO OCCUR.
- 2) THE "LICENSEE" MAY NOT DISTRIBUTE, SUBLICENSE, LEASE, SELL, RENT OR OTHERWISE TRANSFER THE "SOFTWARE", OR ANY MODIFICATION OR DERIVATIVE THEREOF, TO ANY OTHER INDIVIDUAL OR GROUP FOR ANY REASON. (Additional copies can be obtained directly from this web site.)

### **LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTY**

THERE ARE NO WARRANTY RIGHTS GRANTED TO YOU, THE "LICENSEE", REGARDING THE "SOFTWARE". THE "SOFTWARE" AND ACCOMPANYING WRITTEN MATERIALS ARE SUPPLIED TO THE "LICENSEE" "AS IS" WITHOUT WARRANTY OF ANY KIND. THE

UNIVERSITY OF TORONTO DOES NOT GUARANTEE, WARRANT, OR MAKE ANY REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, REGARDING THE USE, OR THE RESULTS OF THE USE OF THE THE "SOFTWARE" OR THE GLOBOPOP WRITTEN MATERIALS WITH REGARDS TO RELIABILITY, CURRENTNESS, ACCURACY, CORRECTNESS, OR OTHERWISE. THE "LICENSEE" ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE "SOFTWARE".

THE UNIVERSITY OF TORONTO SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, FOR ANY DAMAGES WHATSOEVER, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE "SOFTWARE", EVEN IF THE UNIVERSITY OF TORONTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.