

Agreement for Transfer of Software License

In response to the LICENSEE's request for the web application "Cell Database" (hereafter "SOFTWARE"), the PROVIDER asks that the LICENSEE agrees to the following before the LICENSEE receives the SOFTWARE:

1. The PROVIDER is VisibilityWeb and the University of Geneva.
2. The LICENSEE is the recipient of the SOFTWARE.
3. The SOFTWARE is copyrighted by VisibilityWeb.
4. The SOFTWARE remains the property of the PROVIDER and is made available as a service to the research community.
5. The SOFTWARE will be used by the LICENSEE for teaching or in the context of not-for-profit research purposes only.
6. The LICENSEE may make copies of the SOFTWARE for use in LICENSEE's own research unit.
7. The SOFTWARE will not be further distributed to others without the PROVIDER's written consent. The LICENSEE shall refer any request for the SOFTWARE to the PROVIDER.
8. The LICENSEE may make derivative works for LICENSEE's own use. Derivative works based on or derived from the SOFTWARE may not be distributed by the LICENSEE. LICENSEE wishing to distribute derivative works must negotiate a new Agreement of Transfer with PROVIDER.
9. The SOFTWARE is provided "as is" with minimal information on how to install it. Further support is provided at the PROVIDER's discretion and may be subject to fees.
10. **THE PROVIDER MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THIS SOFTWARE FOR ANY PURPOSE. IT IS PROVIDED WITHOUT EXPRESS OR IMPLIED WARRANTY. THE PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY THE USERS OF THIS SOFTWARE.**
11. The SOFTWARE is provided at no cost. Standard delivery is by e-mail. The LICENSEE agrees to cover charges for other forms of delivery if e-mail delivery is not possible or if no e-mail address is provided by the LICENSEE.

By signing this form, the LICENSEE and the authorized person of LICENSEE's Institution accept the terms of this software license. Sign and send two copies of this form to the PROVIDER by regular mail. The PROVIDER will then send the SOFTWARE per e-mail and return one fully executed copy of the Agreement by mail.

On behalf of the PROVIDER:

Didier Picard
Department of Cell Biology
University of Geneva
Sciences 3
1211 Geneva 4, Switzerland

Signature:

Date:

Name, full address, and e-mail address of LICENSEE:

Signature:

Date:

Name and signature of authorized person of LICENSEE's Institution:

Name:

Signature:

Date: