

"Freeware License Agreement"

Last revised: June 1, 2005

BY USING THE SOFTWARE (THE "PRODUCT"), YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT AS THE "LICENSEE". IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL OR USE THE PRODUCT, AND YOU DO NOT BECOME A LICENSEE UNDER THIS AGREEMENT.

1. **License Agreement.** As used in this Agreement, GeneProject grants Licensee a non-exclusive and non-transferable license to reproduce and use for personal or internal business purposes the executable version of the Product, provided any copy must contain all of the original proprietary notices. If more than one license agreement was provided for the Product, and the terms vary, the order of precedence of those license agreements is as follows: a signed agreement, a license agreement available for review on the GeneProject website, a printed or electronic agreement that states clearly that it supersedes other agreements, a printed agreement provided with the Product, an electronic agreement provided with the Product. GeneProject may terminate this Agreement at any time, for any reason or no reason. GeneProject may also terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Product.
2. **Category.** The Product is FREeware for non-commercial use. There is no license fee for the Product.
3. **Distribution/Publications.** You can publish the Product on books or reviews (or other information media) after simply sending a written demand for the authorization that comprises a description of your specific requirements. As reward GeneProject ask you just a copy of the support on which the Product comes published.
4. **Restrictions.** Without GeneProject's prior written consent, Licensee may not: (i) modify or create any derivative works of the Product or its documentation, including customization, translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product; (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; (iv) remove or alter any trademark, logo or other proprietary notices, legends, symbols or labels in the Product; or (v) publish any results of benchmark tests run on the Product to a third party.
5. **Proprietary Rights.** Title, ownership rights, and intellectual property rights in the Product shall remain in GeneProject.
6. **Privacy.** GeneProject guarantees to not gather any user personal information or regarding his work, such e-mail, user name and user working data, neither for internal purposes nor for third party demands.
7. **Disclaimer of Warranty.** THE PRODUCT IS PROVIDED FREE OF CHARGE, AND, THEREFORE, ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT IT IS FREE OF DEFECTS, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE PRODUCT IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.
8. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GENEPROJECT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, GENEPROJECT'S COLLECTIVE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.