Version 8

IHOMA2 Licence T&Cs

Academic Use Version

1. Isis: Isis Innovation Limited of Ewert House, Ewert Place, Oxford, OX2 7SG (registered in England with company registered number 2199542)
2. User: [The person who has clicked through the acceptance of these terms and conditions].

Agreed terms

# Interpretation

## In this agreement:

Consent means the right and licence given to the User in clause 2.1;

Software means IHOMA2 computer program access to and the use of which is provided by Isis to the User under this agreement via the Website;

University means the University of Oxford;

WebSite means the website at the following internet address: www.iHOMA.co.uk

The headings in this agreement are for convenience only and shall not affect its interpretation. Use of the words “including” or “includes” shall be construed as being without limitation. Use of one gender includes the others and the singular includes the plural and vice versa. References to statues or other laws or to rules shall be reference to these as they may be amended from time to time.

# User Access Consent

## Isis hereby gives the User a personal, non-exclusive, non-transferable, free of charge right to access and use the Software (without any right of sub-license).

## The Consent is subject to the other terms and conditions of this agreement.

## The User undertakes to and agrees with Isis that he will:

### not use the Software for or on behalf of any third party or to provide a service;

### limit his use of the Software to his own internal academic or other non-commercial research;

### use the Software in accordance with the prevailing instructions and guidance for use given on the Website and faithfully comply with Isis’ procedures for user identification, authentication and access;

### comply with all applicable laws and regulations with respect to his use of the Software; and

### except to the extent expressly permitted under this agreement, not attempt to: reverse compile, disassemble, reverse engineer or copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software or Website in any form or media or by any means.

### The User will ensure that the Copyright Notice “IHOMA2 copyright ©2010-2014 Isis Innovation Limited” appears prominently wherever the Software or its results are used, and on any documents or other material created using the Software.

## Isis reserves the right at any time and without liability or prior notice to the User to: revise, modify and replace the specification, functionality and performance of the Software, including procedures governing access, security and operation.

# Proprietary rights

## The User acknowledges and agrees that Isis owns all intellectual property rights in the Software. The User shall not have any right, title or interest in or to the Software contents or any results or other output from the Software save as expressly given to the User in this agreement.

# Confidentiality

## The User shall not send to the Software any information that it wishes to keep confidential.

# Indemnity

## The User shall defend, indemnify and hold harmless Isis and the University against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the User's possession or use of the Software, or any breach of this agreement by the User.

# Limitation of liability

## The Software is provided on an ‘as is’ basis and the User uses the Software at his own risk. No representations, conditions, warranties or other terms of any kind are given in respect of the Software and all statutory warranties and conditions are excluded to the fullest extent permitted by law. Without affecting the generality of the previous sentences, Isis gives no implied or express warranty and makes no representation that the Software or any part of it: (a) will enable specific results to be obtained; or (b) that it meets a particular specification or is comprehensive within its field or that it is error free or will operate without interruption; or (c) is suitable for any particular, or the User's specific, purposes; or (d) will not cause any loss damage or injury; or (e) that it is of satisfactory quality.

### Save for death or personal injury caused by Isis’s or the University’s negligence which liability shall be unlimited, Isis’s and the University’s liability under or in connection with his agreement howsoever arising, including in respect of any negligent act or omission relating to the Software or under this Agreement, shall exclude any liability for indirect or consequential loss or damage and for any loss of profit, reputation, or business or opportunity, even if any of these types of loss or damage were foreseeable as at the date of this agreement.

## User hereby irrevocably undertakes to Isis and to the University not to make any claim against any employee, student, researcher or other individual engaged by Isis or the University, being a claim which seeks to enforce against any of them any liability whatsoever in connection with this agreement or its subject-matter.

# Contract Status

## Each visit to the Website by the User shall be deemed to be pursuant to a separate and discrete contract made under the prevailing version of this agreement.

# Waiver

## A waiver of any right under this agreement by Isis shall only be effective if it is in writing and signed by an authorised representative of Isis.

# Severance

## If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

# Entire agreement

## This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. The User acknowledges and agrees that it has not relied on any statement that is not expressly contained in this agreement.

# No partnership or agency

The User and Isis act as principals-at-law.

# Governing law and jurisdiction

## This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England.

## The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

If you are interested in using the Software commercially, please contact Isis to negotiate a licence. Contact details are: innovation@isis.ox.ac.uk.