

END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SOFTWARE.

By clicking **“I ACCEPT”**, **“AGREE”**, **“CONTINUE”**, by accessing the Software, or by using the Software in any manner, **you confirm that you are acting on behalf of your employer or affiliated legal entity** and that you are **duly authorized to bind that entity** (the **“Licensee”**) to this End User License Agreement (the **“EULA”**).

If you do not have such authority, or if the Licensee does not agree to all terms of this EULA, **do not click “Accept” and do not access or use the Software.**

This EULA is a legally binding agreement between **UNIVERSITY OF GENEVA**, located at 24 rue du Général-Dufour, CH-1211 Genève 4, Switzerland (the **“Licensor”**), and the Licensee.

1. Acceptance on Behalf of Employer

a) You acknowledge and agree that:

- Unless § b) applies, you are accepting this EULA **solely in your capacity as an employee, member or authorized representative acting for and on behalf of the Licensee;**
- the Licensee, and not you personally, **assumes all rights, obligations, responsibilities, liabilities, and indemnification duties** arising under this EULA; and
- any use of the Software by you or other authorized users is deemed use by the Licensee.

b) You furthermore agree that if you are not in employment, or are not an authorized representative, you accept this EULA in your own name and you are the Licensee, and you personally assume all rights, obligations, responsibilities, liabilities, and indemnification duties arising under this EULA.

2. Definitions

- **“Software”** means the software known as **REVERSE**, internal reference number **1468-A1480**, provided in object code form only.
- **“Documentation”** means any documentation made available by Licensor in connection with the Software.
- **“End User”** means any individual who accesses or uses the Software.

- **“Licensee”** means the individual or employer or legal entity who accepts or on whose behalf this EULA is accepted.
-

3. License Grant

Subject to continuous compliance with this EULA, Licensor grants Licensee a **free-of-charge, non-exclusive, non-transferable, and non-sublicensable license** to:

- use the Software in object code form only; and
- use the Documentation solely in connection with the authorized use of the Software,

exclusively for academic and non-commercial purposes.

4. Authorized Users and Responsibility

- Access to and use of the Software is strictly limited to End Users.
 - Licensee is **fully responsible** for ensuring that all End Users comply with this EULA.
 - **Any violation of this EULA by an End User constitutes a violation by the Licensee.**
-

5. Restrictions

Except as expressly permitted under this EULA, Licensee shall not, and shall ensure that End Users do not:

- access or attempt to access the source code of the Software;
 - reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code;
 - modify, adapt, translate, or create derivative works of the Software;
 - distribute, sublicense, lease, loan, sell, or make the Software available to any third party.
-

6. Feedback

Upon Licensor’s reasonable request, Licensee agrees to provide feedback regarding the usability, functionality, and user experience of the Software. Licensor may use such feedback without restriction or obligation.

7. Installation and Support

- Licensee is solely responsible for installation, configuration, and operation of the Software.
 - Licensor may, at its discretion, provide up to **three (3) hours** of support services free of charge.
 - Any additional support requires a separate written agreement.
-

8. Term and Termination

- This EULA becomes effective upon acceptance or first use and remains in force for **one (1) year**, automatically renewing for successive one-year periods.
 - Either Party may terminate this EULA upon **thirty (30) days' written notice**.
 - Licensor may terminate this EULA immediately if Licensee breaches any provision.
 - Upon termination or expiration, Licensee must immediately cease all use of the Software and destroy all copies.
-

9. Intellectual Property

The Software and Documentation are licensed, not sold. Licensor retains all right, title, and interest, including all intellectual property rights. No rights are granted except as expressly stated in this EULA.

10. Disclaimer of Warranties

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED **“AS IS”** AND **“AS AVAILABLE”**, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. Limitation of Liability

To the maximum extent permitted by law, Licensor shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or relating to the Software or this EULA.

12. Indemnification

Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any claims, damages, liabilities, losses, and expenses arising from:

- use of the Software by Licensee or End Users; or
- any breach of this EULA by Licensee or End Users.

Licensee shall maintain appropriate liability insurance.

13. Governing Law and Jurisdiction

This EULA is governed by the laws of **Switzerland**. All disputes shall be subject to the exclusive jurisdiction of the courts of **Geneva, Switzerland**.

14. Miscellaneous

- This EULA constitutes the entire agreement regarding the Software.
 - If any provision is held unenforceable, the remainder shall remain in effect.
 - Continued use of the Software constitutes ongoing acceptance of this EULA.
-

BY CLICKING “I ACCEPT” OR BY USING THE SOFTWARE, YOU CONFIRM THAT YOU ARE AUTHORIZED TO BIND THE LICENSEE AND THAT THE LICENSEE AGREES TO BE LEGALLY BOUND BY THIS EULA.