This Academic Use Licensing Agreement ("Agreement") is entered into by and between Flinders University, referred to as the "Licensor," and the individual or institution accessing and using the software, referred to as the "Licensee."

1. Grant of License:

The Licensor grants the Licensee a non-exclusive, non-transferable, revocable license to use the waveWatch5000 software ("Software") for academic and research purposes only in accordance with the terms and conditions of this Agreement.

2. Permitted Use:

The Licensee may use the Software solely for educational, instructional, and non-commercial research purposes. This includes, but is not limited to, teaching, learning, academic research, and non-profit projects.

3. Prohibited Use:

The Licensee is expressly prohibited from using the Software for any commercial purposes, including but not limited to the sale, sub-licensing, distribution, or incorporation into a commercial product or service.

4. Distribution:

The Licensee may distribute the Software to other individuals within their institution for academic purposes. However, any such distribution must include this Licensing Agreement and must inform recipients that commercial use is strictly prohibited.

5. Intellectual Property:

 The Software and all associated Intellectual Property Rights remain the sole property of the Licensor. The Licensee agrees not to modify, adapt, reverse engineer, decompile, or disassemble the Software or remove any copyright or proprietary notices on the Software.

In this Agreement Intellectual Property Rights mean all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names, know-how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

6. Warranty and Liability:

The Software is provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Licensor shall not be liable for any injury, loss or damage, including direct, indirect, incidental, or consequential damages (including without limitation loss of data, interruption of business or loss of profits) arising out of the use, inability to use or other reliance upon the Software. The Licensee acknowledges and agrees that it remains at all times responsible for assessment of any patients and the appropriateness and suitability of any patient care within the scope of their clinical practice and must meet all legislative requirements and maintain appropriate standards of professional conduct.

7. Termination:

The Licensor reserves the right to terminate this Agreement at any time for any reason. Upon termination, the Licensee must cease all use of the Software and destroy any copies in their possession.

8. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of South Australia. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in South Australia.

By using the Software, the Licensee agrees to abide by the terms and conditions of this Agreement.

Prof Anand N Ganesan, Flinders University]
[29.8.2023]