CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING (C-DAC)
END USERS LICENSE AGREEMENT FOR GenoVault SOFTWARE

This Software Licensing Agreement by and between "High Performance Computing - Medical and Bioinformatics Applications (HPC-MBA) Group, Centre for Development of Advanced Computing (C-DAC), Pune, India" (Licensor), and Licensee.

WHEREAS, Licensor is engaged in the business of designing and developing computer-related software and hardware systems and related products and has created and developed a software package called "GenoVault" that is "GenoVault – A Cloud Based Genomics Respository"; and

WHEREAS, Licensee desires to utilize such Software for Academic Use/ Research Purpose

WHEREAS, Licensor and Licensee believe it is in their mutual interest and desire to enter into an agreement whereby Licensee would use Licensor's Software pursuant to the terms and conditions hereinafter provided.

IMPORTANT- READ CAREFULLY:

This END User License Agreement ("EULA") is a legal agreement between you and/or Institution ("Licensee") and CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, ("C-DAC"), hereinafter referred as the Licensor, for the SOFTWARE PRODUCT.

By downloading the software or opening the package containing software media, installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not download or install or use the SOFTWARE PRODUCT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. The software is licensed and not sold. This license is limited only to the software provided under this agreement and does not in any way shall be taken as a license to use any enhancements /revisions/releases of the said software. C-DAC grants you a non-exclusive, non-transferable, personal, limited license (the License) solely for the purpose to use by yourself.

2. The Software is intellectual property owned by C-DAC, and all right, title and interest, remain with C-DAC. C-DAC grants, and Licensee hereby accepts, a restricted, non-exclusive, non-transferable license to use the Software for academic, research and internal business purposes

only, e.g. not for commercial use (for commercial use see clause 5 below), without a fee.

3. Licensee understands the Software is proprietary to C-DAC. Licensee agrees to take all reasonable steps to insure that the Software is protected and secured from unauthorized disclosure, use, or release and will treat it with at least the same level of care as Licensee would use to protect and secure its own proprietary computer programs and/or information, but using no less than a reasonable standard of care. Licensee agrees to provide the Software only to any other person or entity who hasregistered with C-DAC. If licensee is not registering as an individual but as an institution or corporation each member of the institution who has access to or uses Software must agree to and abide by the terms of this license. If Licensee becomes aware of any unauthorized licensing, copying or use of the Software, Licensee shall promptly notify C-DAC in writing. Licensee expressly agrees to use the Software only in the manner and for the specific uses authorized in this Agreement.

4. Except as expressly set forth in this Agreement, THIS SOFTWARE IS PROVIDED "AS IS" AND C-DAC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY PATENT, TRADEMARK, OR OTHER RIGHTS. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE AND/OR ASSOCIATED MATERIALS. LICENSEE AGREES THAT C-DAC SHALL NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WITH RESPECT TO ANY CLAIM BY LICENSEE OR ANY THIRD PARTY ON ACCOUNT OF OR ARISING FROM THIS AGREEMENT OR USE OF THE SOFTWARE AND/OR ASSOCIATED MATERIALS.

5. NO LIABILITY FOR CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, INCIDENTAL, DIRECT, INDIRECT SPECIAL AND CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS/ OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF GOODWILL/BUSINESS INFORMATION, LOSS OF ADVANTAGE, LOSS OF SAVINGS, LOSS OF REVENUES OF ANY KIND, INCREASED COST OF OPERATION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, AND FOR ANY OTHER PECUNIARY LOSS OR OTHER LOSS WHATSOEVER OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS LICENSORS' PRODUCT, EVEN IF LICENSOR(S) HAS/HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. RESTRICTIONS: You shall not use Product for any purpose other than for your own & internal use or make copies of the software or associated documentation (if any). You shall not modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Product, or create derivative works based upon all or part of Product. You shall not sell, give/offer on rental/hire, lease, transfer, make available for time sharing or sublicense Product, in whole or in part, free or for a price. You are granted no other right but to use the software for internal purposes only. This software/its backfiles etc shall not be used for reading/understanding any other digitized material.

7. INDEMNIFICATION BY YOU : If you distribute /copy / license / use / sublicense / hire / modify/ adapt/ decompile/ reverse engineer/ decode the Software in violation of this Agreement, you agree to indemnify, hold harmless and defend Licensor and from and against any claims or lawsuits, including attorney's fees that arise or result from the use or distribution/ modification/hiring/adaptation of the Software in violation of this Agreement. In such case, you [Licensee] shall also be liable for anydamages claimed by C-DAC.

8. Termination: Licensors can terminate this agreement with immediate effect without assigning any reason. Licensor also can terminate the agreement with immediate effect if you breach any of the terms of this EULA. Licensee may terminate this Agreement at any time by returning the Software and all copies thereof and extracts therefrom to Licensor. Upon such termination by Licensor, Licensee agrees to return to Licensor the Software and all copies and portions thereof and not continue to upload or allow access/use to any person in any form/manner. Upon termination you shall cease all use of the software and destroy all the copies, full or partial of the software that you may have downloaded hereunder.

9. Governing law and Jurisdiction: This agreement will be governed by Laws of India and shall be subject to jurisdiction of Courts in Pune only

10. The user agrees that any reports or published results obtained with the Software will acknowledge its use by the appropriate citation as follows: "GenoVault-'A Cloud Based Genomics Repository'- Medical and Bioinformatics Applications (HPC-MBA) Group, Centre for Development of Advanced Computing (C-DAC), Pune, India".

11. Open source software tools:

    - C-DAC has developed the SOFTWARE PRODUCT in combination with tools that are part of the Open source software. The tools are described in the Annexure herein. C DAC has not carried out any modifications to the source code and object code of the said open source software tools. C-DAC merely employs the said open source software tools to run the SOFTWARE PRODUCT.

    - Any modifications/ improvements that you may carry out to the said tools, are governed by

the terms and conditions of the respective License. Therefore you shall be governed by the said open source software Licenses if you copy, modify or redistribute any copies of the said open source software tools.

  - You are under an obligation to review the terms of the relevant open source software licenses before accepting the terms. If you use any of the said tools you shall be consenting to the terms therein and thereby governed by the applicable license terms.

  - C DAC does not claim any proprietary rights whatsoever in any of the said open source software tools.

12. Commercial use of the Software, or derivative works based thereon, REQUIRES A COMMERCIAL LICENSE. Should Licensee wish to make commercial use of the Software, Licensee will contact C-DAC (braf-help@cdac.in) to negotiate an appropriate license for such use. Commercial use includes:

(1) integration of all or part of the Software into a product for sale, lease or license by or on behalf of Licensee to third parties, or

(2) distribution of the Software to third parties that need it to commercialize product sold or licensed by or on behalf of Licensee.

UNDERSTOOD AND AGREED.

Contact Information:

Email: braf-help@cdac.in

Postal Address: Head, HPC-MBA Group,

                       Centre for Development of Advanced Computing (C-DAC),

                       C-DAC Innovation Park,

                       Panchavati, Pashan,

                       Pune, India.

                       Pin - 411 008

Annexure:

List of the open source computer programs that are used in combination to develop GenoVault:

   a) MySQL -5.6.33 (https://www.mysql.com/about/legal)

   b) JDK 1.8 (https://www.oracle.com/java/technologies/javase/javase-jdk8-downloads.html)

   c) OpenStack Cloud Setup (https://www.openstack.org/software/)

   d) Wildfly 10.x server(https://wildfly.org/downloads/)

   e) Fast Data Transfer - FDT- CERN (http://monalisa.cern.ch/FDT/)