

1. **Preamble:** This license as of Jan 19, 2016 (hereinafter: Effective Date) governs the relationship between the Yale University (hereinafter: Licensee) and users of LB-Impute (hereinafter: Licensor). This Agreement sets the terms, rights, restrictions and obligations on using LB-Impute (hereinafter: The Software) created and owned by Licensor, as detailed herein.
2. **License Grant:** Licensor hereby grants Licensee a personal, non-assignable & non-transferable, perpetual, non-commercial with terms, without the rights to create derivative works, non-exclusive license, all with accordance with the terms set forth and other legal restrictions set forth in 3rd party software used while running Software.
 1. **Limited:** Licensee may use Software for the purpose of:
 1. Running Software on Licensee's Website[s] and Server[s];
 2. Modifying the source code for non-profit, non-commercial use after contacting the authors (stephen.dellaporta@yale.edu) for permission.
 2. This license is granted perpetually, as long as you do not materially breach it.
 3. **Non Assignable & Non-Transferable:** Licensee may not assign or transfer his rights and duties under this license.
 4. **Commercial use allowed with restrictions:** The Software is available for non-commercial use only. Commercial and otherwise non-academic entities must contact authors for a license permitting use.
 5. **With Attribution Requirements:** Publications, posters, presentations, or other material resulting from the use of LB-Impute should reference the LB-Impute manuscript (Fragoso et al, 2016) in Genetics.
3. **Term & Termination:** The Term of this license shall be until terminated. Licensor may terminate this Agreement, including Licensee's license in the case where Licensee:
 1. became insolvent or otherwise entered into any liquidation process; or
 2. exported The Software to any jurisdiction where licensor may not enforce his rights under this agreement in; or
 3. Licensee was in breach of any of this license's terms and conditions and such breach was not cured, immediately upon notification; or
 4. Licensee in breach of any of the terms of clause 2 to this license; or
 5. Licensee otherwise entered into any arrangement, which caused Licensor to be unable to enforce his rights under this License.
4. **Support:** Software is provided under an AS-IS basis and without any support, updates or maintenance. Nothing in this Agreement shall require Licensor to provide Licensee with support or fixes to any bug, failure, underperformance or other defect in The Software.
5. **Liability:** To the extent permitted under Law, The Software is provided under an AS-IS basis. Licensor shall never, and without any limit, be liable for any damage, cost, expense or any other payment incurred by Licensee as a result of Software's actions, failure, bugs and/or any other interaction between The Software and Licensee's end-equipment, computers, other software or any 3rd party, end-equipment, computer or services. Moreover, Licensor shall never be liable for any defect in source code written by Licensee when relying on The Software or using The Software's source code.
6. **Warranty:**
 1. **Intellectual Property:** Licensor hereby warrants that The Software does not violate or infringe any 3rd party claims in regards to intellectual property, patents and/or trademarks and that to the best of its knowledge no legal action has been taken against it for any infringement or violation of any 3rd party intellectual property rights.
 2. **No-Warranty:** The Software is provided without any warranty; Licensor hereby disclaims any warranty that The Software shall be error free, without defects or code which may cause damage to Licensee's computers or to Licensee, and that Software shall be functional. Licensee shall be solely liable to any damage, defect or loss incurred as a result of operating software and undertake the risks contained in running The Software on License's Server[s] and Website[s].
7. **No Refunds:** Licensee warrants that he inspected The Software according to clause 7(c) and that it is adequate to his needs. Accordingly, as The Software is intangible goods, Licensee shall not be, ever, entitled to any refund, rebate, compensation or restitution for any reason whatsoever, even if The Software contains material flaws.

8. **Indemnification:** Licensee hereby warrants to hold Licensor harmless and indemnify Licensor for any lawsuit brought against it in regards to Licensee's use of The Software in means that violate, breach or otherwise circumvent this license, Licensor's intellectual property rights or Licensor's title in The Software. Licensor shall promptly notify Licensee in case of such legal action and request Licensee's consent prior to any settlement in relation to such lawsuit or claim.
9. **Governing Law, Jurisdiction:** Licensee hereby agrees not to initiate class-action lawsuits against Licensor in relation to this license and to compensate Licensor for any legal fees, cost or attorney fees should any claim brought by Licensee against Licensor be denied, in part or in full.