END USER LICENSE AGREEMENT

LICENSE AGREEMENT AND PRIVACY POLICY

PLEASE READ THIS END USER LICENSE AGREEMENT AND PRIVACY POLICY ("EULA") CAREFULLY BEFORE USING DRUGCOMBOEXPLORER SOFTWARE. THE EULA IS BETWEEN YOU ("You" or Your") and HOUSTON METHODIST RESEARCH INSTITUTE ("We" or "Us" or "Our"). BY DOWNLOADING DRUGCOMBOEXPLORER, YOU ACKNOWLEDGE THAT YOU AGREE TO BE BOUND BY THE TERMS OF THE EULA. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THIS APPLICATION ("DRUGCOMBOEXPLORER").

LICENSE AND RESTRICTIONS

We grant You a limited, non-exclusive, non-sub licensable, non-transferable license to use the Application, solely for Your personal non-commercial use in accordance with the instructions and documentation set forth in this EULA or any parts of the Application.

You further agree not to: (i) modify, translate, copy, reverse engineer, decompile, disassemble, re-engineer, or otherwise create or attempt to create the source code of the DrugComboExplorer Application, or its structural framework, or (ii) modify or create derivative works of the DrugComboExplorer Application or use the DrugComboExplorer Application in whole or in part for any purpose except as expressly provided in this Agreement. You also agree not to allow or permit others, directly or indirectly (including but not limited to the use of wizards, agents, bots, or other utilities) to perform any of the actions prohibited in (i) and (ii) in the immediately preceding sentence.

USE OF THE APPLICATION

To use the Application, You must accept the terms of this EULA.

You represent that You are at least 18 years old. We reserve the right to terminate Your use of the Application at any time, with or without any reason.

The Application is provided solely for informational purposes and reliance on the Application is purely at your own risk. Houston Methodist Research Institute does not warrant the accuracy or completeness of the content contained in the Application. You will be solely responsible for YOUR use of and reliance on the content contained in the Application AND FOR ALL decisions or actions resulting from YOUR use of the Application. The Application is ONLY for the academic purpose, does not allow to be used for a commercial purpose.

TERM AND TERMINATION

The effective date of this EULA is the date on which you download this Application. Houston Methodist Research Institute may suspend or terminate your access to or use of DrugComboExplorer at any time, for any reason or for no reason. We have the right (but not the obligation) to refuse to provide access to DrugComboExplorer to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion.

THIRD PARTY TERMS OF AGREEMENT

Certain components of the DrugComboExplorer Application may be provided by third parties. Any software, content or services provided by Houston Methodist Research Institute from a third party ("Third Party Components") is provided to you hereunder subject to the terms and conditions of the applicable third party, which terms and conditions for such Third Party Components may change from time to time. If any such Third Party Components become unavailable to Us for any reason, Houston Methodist Research Institute may remove or replace such Third Party Components.

You must comply with all applicable third party terms of agreement while using the DrugComboExplorer Application.

DISCLAIMER OF WARRANTIES

THE APPLICATION IS PROVIDED TO YOU ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. WE DO NOT WARRANT THAT ANY OF THE APPLICATION WILL BE FREE FROM ALL BUGS, ERRORS, OR OMISSIONS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE APPLICATION AND YOUR RELIANCE UPON ANY OF THE CONTENTS ACCESSED IS AT YOUR SOLE RISK. YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE APPLICATION OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION VIA THE APPLICATION CAUSED BY YOU OR ANY PERSON USING YOUR COMPUTER.

THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANYBODILY OR MENTAL INJURY, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, PHYSICAL LOSSES, MENTAL LOSSES OR ANY FINANCIAL LOSSES) ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION, OR YOUR USE OF THE APPLICATION, REGARDLESS OF THE FORM OF ACTION. WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OR ARE OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL CUMULATIVE LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY WITH RESPECT TO ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY BODILY OR MENTAL INJURY, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND [INCLUDING, BUT NOT LIMITED TO, PHYSICAL LOSSES, MENTAL LOSSES OR ANY FINANCIAL LOSSES] ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION OR YOUR USE OF THE APPLICATION, TO YOU OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) WILL NOT EXCEED THE AMOUNT PAID BY YOU TO US. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You will indemnify, defend and hold harmless Us, Our affiliates, and Our and their respective trustees, officers, directors, agents, independent contractors, employees, consultants, service providers, and applicable third parties (such as licensors and partners) (collectively, the "Indemnified Parties") from and against any actual or threatened suit, demand or claims, damages, costs, liabilities and expenses (including, but not limited to, damage awards, settlement amounts, and reasonable attorneys' fees) brought against any Indemnified Parties, arising out of or relating to: (a) Your use of the Application; (b) Your conduct; (c) Your failure to perform Your obligations under this EULA (including, but not limited to, Your violation of this EULA); (d) Your violation of the rights of any third party; and/or (e) use of the Application by anyone else on Your device.

PRIVACY POLICY

Your privacy is important to us. DrugComboExplorer doesn't collect any data from your computer.

Copyright (C) Houston Methodist Research Institute, All Rights Reserved.