

DSSAT Version 4.6

DECISION SUPPORT SYSTEM FOR AGROTECHNOLOGY TRANSFER

LICENSE & WARRANTY AGREEMENT

IMPORTANT-READ CAREFULLY: This license and warranty agreement is a legal document between you (either an individual or a single entity) and the DSSAT Foundation that includes certain limited rights for use of the proprietary DSSAT software and related materials. All rights not specifically granted in this Agreement are reserved to the DSSAT Foundation. By installing or using the SOFTWARE PRODUCT, you agree to be bound by the terms of this agreement.

SOFTWARE PRODUCT LICENSE

Copyright: The Software Product, DSSAT Version 4.6, and related Materials are owned by the DSSAT Foundation and are protected by the United States and international treaty provisions.

Definitions: As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

“Software” means the actual copy of DSSAT and all or any portion of the computer programs delivered inclusive of backups, updates, or subsequently supplied by the DSSAT Foundation.

“Related Materials” means all of the printed materials, user documentation, training documentation, and source codes provided by under this Agreement.

Grant of License:

1. DSSAT should be installed on a single computer.

Description of Other Rights and Limitations:

1. Rental: You may not sell, rent, lease, sublicense, lend, time-share or transfer, in a whole or in part, or provide unlicensed parties access to prior or present versions of the DSSAT software and related Materials, any updates, or your rights under this Agreement.
2. Termination: Without prejudice to any other rights, the DSSAT Foundation may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such an incident, you must destroy all copies of the SOFTWARE PRODUCT and its component parts.

WARRANTY

The DSSAT Foundation disclaims all warranties, whether expressed or implied, as to the DSSAT v4 fitness, performance, or simulation accuracy for any purpose and assumes no liability or responsibility to the purchaser or anyone for loss or damage caused by the use of DSSAT v4.6. This disclaimer of liability includes, but is not limited to, the loss of data, time, and/or money losses. The DSSAT Foundation is not liable for direct, indirect, and/or incidental damages resulting from defects, errors, or failure to perform by DSSAT v4.6.

The DSSAT Foundation warrants that the DSSAT v4.6 is free of defects in materials and workmanship. If damaged or unusable, the software will be replaced without charge by the DSSAT Foundation for a period of 90 days from the date of receipt.

The DSSAT FOUNDATION DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS.