SFOLD ACADEMIC NON-COMMERCIAL SOFTWARE LICENSE

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1. Definitions
As used in this Agreement, the following terms shall have the meanings set forth in this Section:
1.1 “Effective Date” means the date You enter into this Agreement with Health Research Inc. by clicking the “I Agree to the License Terms” button.
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the Software and make it available for use by Authorized Users.
1.4 “Software” means the Sfold collection of programs, in version 3.x (current release is
3.9) in machine readable object code, source code, if licensed, or binaries, to run in
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updates of version 3.9 that may be supplied to You by Health Research Inc., if any.

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2.1 You hereby represent and warrant to Health Research Inc. as follows:
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laws of the jurisdiction of your formation;
2.1.2 The person entering into this Agreement on Your behalf is duly authorized to
do so; and
2.1.3 Your acceptance and performance of this Agreement (i) have been authorized
by all necessary corporate action of You and (ii) do not conflict with any agreement
or instrument to which You are a party or are otherwise bound.
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4. **Warranties; Limitation of Liability**

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4.2 EXCEPT TO THE EXTENT PROHIBITED BY LAW, YOU ASSUME ALL LIABILITY FOR DAMAGES THAT MAY ARISE FROM THE USE OF THE
SOFTWARE. NEITHER HEALTH RESEARCH INC NOR THE STATE OF NEW YORK WILL BE LIABLE TO YOU FOR ANY LOSS, CLAIM OR DEMAND MADE BY YOU OR MADE AGAINST YOU BY ANY THIRD PARTY DUE TO OR ARISING FROM YOUR USE OF THE SOFTWARE. THE MAXIMUM LIABILITY OF HEALTH RESEARCH INC AND THE STATE OF NEW YORK TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF, OR IN CONNECTION WITH YOUR USE OF THE SOFTWARE SHALL IN NO CASE EXCEED ONE THOUSAND U.S. DOLLARS ($1,000 U.S.).

5. Indemnification
5.1 You shall at all times during the term of this Agreement and thereafter indemnify, defend, and hold Health Research Inc., New York State and their respective trustees, directors, officers, employees and affiliates, harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorney fees, with regard to claims arising out of (a) the death of, or injury to, any person or persons; (b) any damage to property arising out of Your use of the Software; and (c) or resulting from, the exercise or practice of the license granted to You hereunder.

6. Confidential Information
6.1 Confidential Information Defined. The term “Confidential Information” means (a) the Software, (b) any documentation, instruction and training manuals, diagrams, flow charts, and business processes, and (c) all other information disclosed by Health Research Inc. to You; provided, however, that to be considered Confidential Information under this Agreement, information disclosed in writing or in electronic or other tangible form must bear a “secret,” “confidential,” or other similar designation, or if communicated orally, be followed with a written memorandum delivered to You within thirty (30) days of the disclosure describing the information disclosed and the circumstances of disclosure and asserting a claim of confidentiality with respect thereto. You acknowledge that the Confidential Information is the sole and exclusive property of Health Research Inc. and that the Confidential Information contains the valuable property and trade secrets of Health Research Inc. You shall not disclose any of Your or any third party’s confidential or proprietary information to Health Research Inc. in connection with this Agreement.

6.2 Duty of Security. You shall maintain the Confidential Information in a safe, secure place to which only Your authorized employees with a need to know the Confidential Information to fulfill the Purposes are permitted access. You shall
maintain the Confidential Information in confidence, employing measures of security reasonable under the circumstances, but in no event less stringent than the measures You employ to protect your own most valuable trade secrets and not use the Confidential Information except to fulfill the Purposes. The Confidential Information may be disclosed only to those employees of You who have a reasonable need to know to fulfill the Purposes, in light of their duties as employees and only if such employees are warned of the confidential nature of the Confidential Information. You will be responsible for the consequences of any injury resulting from disclosure of the Confidential Information by You or third parties to whom You allow access to the Confidential Information.

6.3 Exclusions. The obligations of Article 6 shall not apply to information that:
6.3.1 is, at the time of disclosure, in the public domain or that, after disclosure, falls into the public domain through no fault or neglect of You;
6.3.2 is lawfully disclosed to You by a third party who is under no obligation of secrecy or confidentiality with respect to the information; and
6.3.3 information that You can demonstrate, through written contemporaneously dated documents in Your files, was either in Your possession or independently developed by You by persons without access to the Confidential Information prior to the Effective Date.

7. Termination
7.1 Health Research Inc. may also terminate this Agreement upon written notice to You if You are in material breach of this Agreement and fail to cure such breach within five (5) days of a written demand for performance.
7.2 Upon termination of this Agreement:
7.2.1 You shall discontinue all use of the Software;
7.2.2 You shall immediately remove the Software from all computers at the Site and from all hard drives and media in Your possession;
7.2.3 You shall certify in writing to Health Research Inc. within thirty (30) days from the termination or expiration of this Agreement that You have complied with this Section; and
7.2.4 You shall return to Health Research Inc. within thirty (30) days from the termination or expiration of this Agreement upon written notice all Confidential Information, including, without limitation, materials, samples, documents, notes and other materials that embody or disclose Confidential Information, including all copies of any of the foregoing You made or permitted others to make.

8. Export Controls
8.1 You understand and acknowledge that the transfer of certain commodities and technical data is subject to United States laws and regulations controlling the export of certain commodities and technical data, including, without limitation, all Export Administration Regulations of the United States Department of Commerce. These laws
and regulations, among other things, prohibit or require a license for the export of
certain types of technical data to certain specified countries. You hereby agree and give
Health Research Inc. written assurance that You will comply with all United States laws
and regulations controlling the export of commodities and technical data, that You will
be solely responsible for any violation of such by You, and that You will defend,
indemnify and hold Health Research Inc. and its employees, officers and agents
harmless in the event of any legal action of any nature occasioned by such violation.

9. Notices
9.1 Except as otherwise expressly provided in this Agreement, all notices and other
communications in connection with this Agreement shall be in writing and shall be sent
by postage prepaid certified mail return receipt requested, overnight delivery service or
fax to Health Research Inc. at the address set forth below, and to You, at the email
address you provided to Health Research Inc. with Your application for this license, or
to such other addresses as may be designated by either Party by like notice:
To Health Research Inc. at 150 Broadway Suite 560, Menands, New York 12204

10.1 This Agreement shall be governed by, construed and enforced exclusively in
accordance with the laws of New York State without reference to any of its conflict
of laws rules. Any action brought regarding or arising out of this Agreement shall
be in the United States District Court, Northern District of New York (Albany), or
New York State Supreme Court, Health Research Inc. or Albany County.
10.2 If any formal acts of registration or recordation of this Agreement are
required under the laws of any governmental authority to which You are subject,
or if You are required by any such law to take any other action as a result of this
Agreement, You shall take all necessary steps to immediately undertake and fully
comply with same and promptly furnish to Health Research Inc. proof of
registration, recordation and/or compliance therewith.
10.3 Neither Party, absent written approval of the other, shall have any right to use
any name, trade name, or trademark of the other.
10.4 Neither Party, absent written approval of the other, shall assign any rights
under this Agreement to any third party.
10.5 Nothing contained in this Agreement shall require or permit Health Research
Inc. or You to do any act inconsistent with the requirements of any United States
law, regulation or executive order as the same may be in effect from time to time.
10.6 The following Sections and Articles shall survive the termination of this
Agreement: 2.4; 2.5; 4.2; 5.1; 6; 7.2; 8; and 10.
10.7 This Agreement (a) contains the entire understanding between you and Health
Research Inc. and supersedes all prior agreements with respect to the subject matter
hereof, and (b) may only be amended by another writing expressly referring to this
Agreement signed by both You and Health Research Inc. This Agreement shall be
binding upon and inure to the benefit of You and Health Research Inc. and their respective successors and permitted assigns.
Updated May 25, 2017