

SimBio[®] Software License Agreement

The software included in this package, which may include but is not limited to SimBio Virtual Labs[®], EcoBeaker[®], EvoBeaker[®], OsmoBeaker[®], and Mitosis and Meiosis Explored[®], is subject to the following license agreement.

Any use of this software indicates your acceptance of the following terms. If you do not agree with these terms, you should immediately return the package to SimBio or to where it was purchased, unused and with the software envelope unopened, and your money will be refunded.

In return for payment of the license fee for this software product, Customer receives from SimBio a license to use the enclosed software subject to the following terms and conditions.

1. If this license was purchased for a single user, the enclosed copy of the software may be used simultaneously on only one (1) computer, and may not be used at all in a classroom or for teaching in an official course at an educational institution, except by the owner of the license for their own education (i.e., if the owner is a student, they may use it themselves).
2. If this license was purchased as a classroom or site license, this copy of the software may be used simultaneously on up to the number of machines specified in the license or otherwise agreed upon by SimBio and the licensee. Please contact SimBio for information about site licenses
3. If this license was purchased for a single user, the software can only be installed on the computer(s) of one individual. If this copy of the software was purchased under a site license, it may be placed on the hard disks of only as many computers as are specified in the site license. Other than as specified under a site license, the software may not be duplicated or copied except that Customer may make copies for archival purposes, program error verification, to replace defective media, or for backup purposes. All copies made must bear the copyright notices contained in the original.
4. No copies of this software may be produced for sale to third parties or for any purpose other than those purposes expressly permitted in paragraph 3 above.
5. This license and software may NOT be transferred to a third party. The license is valid for the original purchaser ONLY.
6. Purchase of this license does not transfer any right, title, or interest in the enclosed software which is protected under copyright laws. Customer may be held responsible by SimBio or by the owner of the copyright for any infringement of copyright by Customer.
7. If any portion of this license is violated by Customer, the license may be terminated after 30 days written notice to Customer.
8. The enclosed software may not be modified, decompiled, reverse engineered, disassembled, or used to create a derivative work based on its contents.
9. The enclosed software contains content licensed according to the following restrictions: The user may view, browse, and/or download material for temporary copying purposes only, provided these uses are for noncommercial personal purposes. Except as provided by law, this material may not be further reproduced, distributed, transmitted, modified, adapted, performed, displayed, published, or sold in whole or in part, without prior written permission from the publisher.
10. **Term**
The license is effective until terminated or the expiration date on the CD label has been reached. Customer may terminate it at any other time by destroying the program together with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement. Customer agrees upon such termination to destroy the program together with all copies, modifications, and merged portions in any form.
11. **Warranty**
SimBio warrants the physical compact disk to be free of defects in materials and workmanship for a

period of 90 days from the date of purchase. Within the 90-day period, SimBio will replace the defective compact disk without charge. This warranty shall be limited to replacement and shall not encompass any other damage. Neither SimBio nor anyone else involved in creating, producing, or delivering the software shall be liable for any indirect, incidental, special, or consequential damages arising out of use of the software, or inability to use the software, or out of any breach of any warranty. Neither SimBio nor anyone else involved in the production of the enclosed software makes any guarantees as to the correct operation of the software or any of the algorithms contained within the software or any models built with the software. Customers use the software entirely at their own risk. The provisions of this paragraph 10 will survive any termination of this agreement.

12. This agreement shall be governed by the laws of the State of New York.