

End-User License Agreement

University of Pittsburgh Innovation Institute Assignment ID. 06046

IMPORTANT – READ CAREFULLY: This Agreement is a legal agreement between “LICENSEE” (defined below) and The University of Pittsburgh, a constitutional corporation of the Commonwealth of Pennsylvania (“PITT”).

BACKGROUND

1. Faculty at PITT have developed a proprietary online application and related documentation, referred to as “Design Guidelines for Wheeled Mobility Accessibility”, and further described in PITT’s Innovation Institute Assignment ID 06046 (hereinafter referred to as "WEB-APP"); and
2. LICENSEE desires to obtain, and PITT, consistent with its mission of education and research, desires to grant, a license to use the WEB-APP subject to the terms and conditions set forth below; and

The parties therefore agree as follows:

LICENSE

1. The term “LICENSEE” shall mean the person using or downloading the WEB-APP solely for personal use by that person on the personal equipment of that person.
2. Subject to the terms and conditions of this Agreement, PITT hereby grants to LICENSEE a non-exclusive, non-transferable right to use the WEB-APP solely by LICENSEE for academic, research, and non-commercial purposes.

LIMITATION OF LICENSE AND RESTRICTIONS

1. LICENSEE shall not translate, reverse engineer, decompile, disassemble, modify, create derivative works of or publicly display the WEB-APP, in whole or in part, unless expressly authorized by this Agreement.
2. LICENSEE agrees that it shall use the WEB-APP only for LICENSEE’S sole and exclusive use, and shall not disclose, sell, license, or otherwise distribute the WEB-APP to any third party without the prior written consent of PITT. LICENSEE shall not assign this Agreement, and any attempt by LICENSEE to assign it shall be void from the beginning. LICENSEE agrees to secure and protect the WEB-APP and any copies in a manner consistent with the maintenance of PITT’S rights in the WEB-APP and to take appropriate action by instruction or agreement with its employees who are permitted access to the WEB-APP in order to satisfy LICENSEE’S obligations under this Agreement.
3. LICENSEE agrees that it shall include copyright notice “Copyright 2022 University of Pittsburgh – Inclusive Mobility Research Lab” in all results, publications, presentations or other public displays of results which utilize the WEB-APP in whole or part.

TITLE AND OWNERSHIP

1. No ownership rights of PITT in the WEB-APP are conferred upon LICENSEE by this Agreement.

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2. LICENSEE acknowledges PITT'S proprietary rights in the WEB-APP and agrees to reproduce all copyright notices supplied by PITT on all copies of the WEB-APP, and on all WEB-APP outputs and copies of WEB-APP outputs.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

1. THE **WEB-APP** IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **PITT** DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE **WEB-APP** WILL MEET **LICENSEE'S** REQUIREMENTS OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. PITT shall not be liable for special, indirect, incidental, or consequential damages with respect to any claim on account of or arising from this Agreement or use of the WEB-APP, even if PITT has been or is hereafter advised of the possibility of such damages. Because some states do not allow certain exclusions or limitations on implied warranties or of liability for consequential or incidental damages, the above exclusions may not apply to LICENSEE. In no event, however, will PITT be liable to LICENSEE, under any theory of recovery, in an amount in excess of the license fee paid by LICENSEE under this Agreement.
2. LICENSEE agrees that PITT has no obligation to provide to LICENSEE any maintenance, support, or update services. Should PITT provide any revised versions of the WEB-APP to LICENSEE, LICENSEE agrees that this license agreement shall apply to such revised versions.
3. The WEB-APP does not provide medical advice and is not intended as a sole means for patient diagnosis. It is not a substitute for professional medical advice, diagnosis or treatment. The WEB-APP is intended for informational purposes only. PITT does not warrant or guarantee the accuracy or completeness of the information in the WEB-APP and specifically disclaims any liability therefore.
4. The WEB-APP does not provide specific advice regarding compliance with design standards for wheelchair accessibility. LICENSEE acknowledges that basing designs on WEB-APP guidance is not a replacement for federal and industry accessible design standards.

WARRANTY OF LICENSEE

LICENSEE warrants and represents that it will carefully review any documentation or instructional material provided by PITT.

TERMINATION

If LICENSEE at any time fails to abide by the terms of this Agreement, PITT shall have the right to immediately terminate the license granted herein, require the return or destruction of all copies of the WEB-APP from LICENSEE and certification in writing as to such return or destruction, and pursue any other legal or equitable remedies available.

MISCELLANEOUS

1. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Should LICENSEE for any reason bring a claim, demand, or other action against PITT, its agents or employees, arising out of this Agreement or the WEB-APP licensed herein,

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LICENSEE agrees to bring said claim only in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.

2. THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN **PITT** AND **LICENSEE** AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS AND OTHER COMMUNICATIONS, VERBAL OR WRITTEN, BETWEEN THEM WITH RESPECT TO USE OF THE **WEB-APP**. THIS AGREEMENT MAY BE MODIFIED ONLY WITH THE MUTUAL WRITTEN APPROVAL OF AUTHORIZED REPRESENTATIVES OF THE PARTIES.
3. The terms and conditions of this Agreement shall prevail notwithstanding any different, conflicting, or additional terms or conditions which may appear in any purchase order or other document submitted by LICENSEE. LICENSEE agrees that such additional or inconsistent terms are deemed rejected by PITT.
4. Unless otherwise exempt therefrom, LICENSEE agrees that it will be responsible for any sales, use or excise taxes imposed by any governmental unit in this transaction except income taxes.
5. LICENSEE acknowledges that the WEB-APP is of United States origin. LICENSEE agrees to comply with all applicable international and national laws that apply to the WEB-APP, including the United States Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States.
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