**SNPtrack End User License Agreement**

**for Non-Commercial Academic Research and Educational Purposes**

**PLEASE READ THIS SNPTRACK END USER LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING THE SNPTRACK SOFTWARE (“SOFTWARE”). BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, CLICK "CANCEL".**

As used herein, the term "you" means any individual or entity using the Software.

1. **General.**

The Brigham and Women's Hospital, Inc. ("BWH") is a not-for-profit corporation, and has the charitable missions of furthering and improving patient care, undertaking biomedical research, and engaging in educational activities benefiting medical students, interns, residents, other medical personnel and biomedical researchers. BWH makes the Software available to academic researchers and educators for non-commercial research and educational purposes and only on the terms set forth in this License.

1. **License to Use Software.**

Subject to the other terms of this License, BWH grants you a paid-up, royalty-free, non-exclusive, non-transferable, non-sublicenseable, revocable license to access the Software on BWH’s servers **for non-commercial academic research and educational purposes only**. This license is limited to the individual, institution or organization that receives the Software through acceptance of the terms of this License, and its employees, staff, faculty, students, and agents.

1. **Limitations on Use.** 
   1. THE **SOFTWARE** HAS BEEN DESIGNED FOR RESEARCH PURPOSES ONLY AND HAS NOT BEEN REVIEWED OR APPROVED BY THE FOOD AND DRUG ADMINISTRATION OR BY ANY OTHER AGENCY. THE SOFTWARE MAY BE USED ONLY AS A REFERENCE TOOL AND ONLY FOR NON-COMMERCIAL ACADEMIC RESEARCH AND EDUCATIONAL PURPOSES.
   2. THE SOFTWARE IS NOT INTENDED TO RENDER, AND IS NOT APPROVED FOR, ANY PATIENT CARE PURPOSE, ANY MEDICAL DIAGNOSIS OR PROGNOSIS, ANY TREATMENT PURPOSE OR ANY OTHER USE WITH PATIENTS. CLINICAL APPLICATIONS OF THE SOFTWARE ARE NEITHER RECOMMENDED NOR PERMITTED.
   3. You agree not to use the Software for any commercial, for-profit, clinical or decision-making activities. You also agree that the Software and any output thereof will not be used as the basis of a commercial software or hardware product, or incorporated into a commercial product of any kind, and that the Software will not be rewritten in another computer language or otherwise adapted to circumvent the need for obtaining a license from BWH for use of the Software other than as specified by this License.

* 1. You agree to (i) only use the Software in the manner, and for the purposes, expressly specified in this License; (ii) not decompile, disassemble, analyze or otherwise examine the Software for the purpose of reverse engineering (except to the extent this restriction is expressly prohibited by applicable law); (iii) not delete or in any manner alter any notices, disclaimers or other legends contained in the Software; (iv) not copy, reproduce, republish, upload, post, transmit, or distribute all or any portion of the Software, or facilitate or permit a third party to do so; (v) not hide or remove any notices, disclaimers or other legends contained in the Software; (vi) not provide service bureau facilities or commercial time-sharing services to any third party or supporting operations for any third party through the access and/or use of the Software; (vii) not ship, transmit, transfer, or export the Software into any country or use the Software in any manner prohibited by United States export laws, restrictions or regulations; and (viii) abide by all applicable local, state, national and international laws and regulations, including The Health Insurance Portability and Accountability Act of 1996 and related all laws, rules and regulations.
  2. Your use of the Software may also require use of other software or patent rights. You are responsible for securing any additional software and licenses you may need. Without limiting the generality of the foregoing, as a part of its operation, the Software may access or use other software or web sites owned or controlled by third parties. BWH has no control over the content in such third-party software or on such third-party web sites. BWH does not take any responsibility or assume any liability for information contained in such third-party software or on other web sites. You are responsible for securing any additional licenses you may need to access or use such third-party software or web sites and for complying with all terms imposed on the use of such third-party software or web sites imposed by the owners or licensors of such third-party software or web sites.
  3. You agree that by submitting data to use the Software you are granting permission to include any found variants (SNPs, indels, etc.) into a public database of known variation for the benefit of others. This database is used for filtering out non-causal variation and greatly expedites causal variant discovery. BWH reserves the right to submit data from its databases to other public databases (i.e., dbSNP) for the benefit of others. Although SNPs in regions around the mapped mutation sites should not be added to the database, BWH cannot guarantee that the actual causal SNP or variant will not be added to the database due to genomic assembly issues and inaccuracies, sequencing and annotations errors, possible mapping method limitations and misalignments.
  4. BWH cannot and does not guarantee full confidentiality and security of your data. Please do not submit any proprietary or confidential data, as its full privacy cannot be guaranteed. BWH does not accept any liability for data that is lost, stolen, accessed, made publicly available or misused. BWH reserves the right to access submitted data and results for the purpose of further software and method development, debugging, review and analytics.
  5. You are responsible for ensuring that your employees, contractors, staff, faculty, students, and agents comply with all of the terms of this License. **You warrant that you will make each of your users aware of** the **limitations set forth in this License before authorizing his/her access to the Software.**

1. **No Other Rights.**

You acknowledge and agree that the Software is licensed, and not sold to you, that BWH owns all right, title and interest in and to the Software and that, except as expressly stated in this License, you have no license or other rights in or to the Software. This License does not grant you any rights to use the name, trademark, service mark, logo or other identifying characteristics of BWH or any of its affiliates or employees. All rights not expressly granted in this License are reserved by BWH.

1. **Disclaimer of Warranties.**
   1. The Software is provided “AS IS” and BWH is not responsible for ensuring that your use or implementation of the Software or the results of the Software will be clinically sound, without error or otherwise successful. BWH SPECIFICALLY AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
   2. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BWH DOES NOT WARRANT THAT THE SOFTWARE OR ANY RESULTS WILL BE ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES BWH MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SOFTWARE OR ANY OF THE INFORMATION CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE AND THE USE BY YOUR USERS OF THE SOFTWARE AND YOUR RELIANCE UPON ANY CONTENTS OR RESULTS OF THE SOFTWARE IS AT YOUR SOLE RISK. BWH AND ITS AFFILIATES CANNOT AND DO NOT ASSUME ANY RESPONSIBILITY FOR YOUR MISUSE OF ANY DATA, PROTECTED HEALTH INFORMATION, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, ANY SUCH DATA, PROTECTED HEALTH INFORMATION, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES OBTAINED FROM ANY THIRD-PARTY SOFTWARE OR WEB SITE ACCESSED THROUGH USE OF THE SOFTWARE. ACCESS TO THE SOFTWARE AND THE INFORMATION CONTAINED THEREIN IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OF HEALTH CARE PROFESSIONALS IN DIAGNOSING AND TREATING PATIENTS. BWH AND ITS AFFILIATES DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY (INCLUDING DEATH) TO YOUR PATIENTS OR OTHER PERSONS OR PROPERTY ARISING FROM ANY USE OF OR RELIANCE UPON ANY INFORMATION, IDEA, OR INSTRUCTION ACCESSED BY YOU OR ANY USER THROUGH THE SOFTWARE.
2. **Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER BWH NOR ANY OF ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, STAFF, EMPLOYEES OR AGENTS ARE OR WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, DATA OR GOODWILL) ARISING IN CONNECTION WITH THIS LICENSE OR OTHERWISE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, REGARDLESS OF WHETHER BWH HAS BEEN ADVISED OR HAD REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES.

1. **Indemnification.**

You agree to defend, indemnify and hold harmless BWH and its affiliates, trustees, officers, employees, staff members, agents or contractors from and against any claim, charge, demand, action or suit, whether in contract, tort, strict liability, negligence or otherwise, for any and all losses, costs, charges, claims, demands, fees, expenses or damages of any nature or kind arising out of, connected with or resulting from (i) the use of the Software by you, your affiliates, employees, staff, faculty, students, agents or any other individual you permit to access the Software, or (ii) this License.

1. **Term and Termination.**
   1. **This** License will become effective upon your acceptance of its terms and continue until terminated as provided in this Section .
   2. This License may be terminated by BWH if you fail to meet any of your obligations under this License and fail to remedy such breach or default within ten (10) days following notice from BWH.
   3. If, at any time, BWH in good faith determines that the performance of all or any part of this License may violate, or is likely to violate, federal, state, or local laws, rules, or regulations, BWH may terminate this License immediately upon notice to you.
   4. Upon termination or expiration of this License, the rights granted to you to the Software under this License will automatically expire and you will immediately cease all use of the Software.
   5. Expiration or termination will not affect any rights or obligations of the parties that accrued prior to such expiration or termination. In addition, the provisions of Sections , , , , , , , , , and will survive any expiration or termination of this License in accordance with their terms.

1. **Governing Law.**

The construction and performance of this License will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles that would result in the application of the laws of another jurisdiction. In addition, the parties agree to submit to the exclusive jurisdiction of the state or federal courts within the Commonwealth of Massachusetts for any proceeding arising out of or in connection with this License, and each party agrees not to commence any such proceeding except in such courts, and waives any objection to the laying of venue of any such proceeding in such courts.

1. **Additional Terms.**

# You may not transfer or assign this License or any of the rights granted under this agreement, in whole or in part, without the prior written consent of BWH. Any attempted transfer or assignment without such consent will be void and have no force or effect. For purposes of this paragraph, a merger, acquisition or change of control affecting you will be deemed to be a transfer or assignment. BWH may transfer or assign this License, in whole or in part, upon notice to you. This License will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

No waiver by BWH of any of the terms set forth in this License will be deemed a further and continuing waiver of such term or condition or any other term or condition.

If any of the terms or conditions contained herein is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

This License sets forth all of the covenants, provisions, agreements, conditions, and understandings between the parties regarding the subject matter herein, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than those set forth herein.

Should you have any concerns regarding this License, contact us at snptrack@gmail.com.