

Spirometry Fundamentals License Agreement

Instructions for payment by check or Purchase Order (PO)

Spirometry Fundamentals CD-ROM is made available as part of the University of Washington's Express Licensing program. To license the Spirometry Fundamentals CD-ROM, please do the following:

1. To complete the license, please:
 - a. Print the attached license agreement form.
 - b. Complete the contact information and sign the Agreement.
 - c. Fax the signed agreement to (206) 616-3322 or send the agreement to the address below. You may also send a Purchase Order (if desired) at this time. For payment questions, please contact Express Licensing Contracts Manager at (206) 616-3451 or license@u.washington.edu.
2. UW will review the license, and if everything is in order, we will fax a copy of the executed agreement to you with an invoice.
3. Please mail the license fee and your check to:

ATTN: Spirometry Fundamentals
UW TechTransfer Express Licensing
University of Washington
4311 11 th Avenue NE Suite 500
Seattle, WA 98105-4608

 - Remember to indicate the invoice number on your check.
 - Wire transfer is also available subject to a \$50 fee. You must follow the instructions on the invoice in order to pay with a wire transfer.
4. Spirometry Fundamentals CD-ROM(s) will be sent to the address you identify in the License Agreement.

You may contact our office if you have any questions about this process.

Express Licensing Team
Express Licensing
4311 11th Avenue NE Suite 500
Seattle, WA 98105-4608

Email: license@u.washington.edu

Office: 206.616.3451

Fax: 206.616.3322

Spirometry Fundamentals License Agreement

Spirometry Fundamentals is a computer assisted training for the administration of spirometry and the interpretation of test results ("Work") and it is licensed to individuals involved in health care, or administrators of health care organizations on behalf of the individuals, ("You") by the University of Washington ("UW") for Your non-exclusive performance of Work on the terms and conditions set forth below:

This Work is the intellectual property of the University of Washington and is protected by copyright laws and international treaties. This License Agreement ("License Agreement") contains all of the terms and conditions that pertain to this Work. You have no rights to this Work except for those granted under this License Agreement.

LICENSE

UW hereby grants You a non-transferable, non-exclusive license to access, display and perform the Work and print output from the Work, provided such printouts are primarily for your use and are not a substantial portion of Work.

DOWNLOAD

You may not copy, modify, translate, decompile, disassemble, or reverse engineer the Work or any copy thereof, or transmit the Work or any portion or copy thereof over a network.

CONDITIONS

You acknowledge that Work is for informational and educational purposes only and is not a substitute for your professional judgment. YOUR RELIANCE UPON WORK IS SOLELY AT YOUR OWN RISK AND IF YOU USE THE WORK IN THE TRAINING OF OTHERS, YOU ASSUME THE RESPONSIBILITY AND THE RISK FOR EVERYONE TO WHOM YOU GIVE ACCESS, OR FOR WHOM YOU DISPLAY OR PERFORM THE WORK.

AUDIENCE

You acknowledge that the Work is intended only for use by health care providers and staff of health care organizations who are knowledgeable in health sciences and that the Work is not meant to be a substitute for professional judgment ("Audience"). You are responsible for ensuring the Audience associated with Your use of the Work is appropriate.

DISTRIBUTION

You shall not copy the Work. You shall not sublicense, sell, rent or lease the Work. If You license multiple CD-ROMs, or if someone other than You will use the Work, You shall provide them with a copy of this License Agreement.

LIABILITY

The Work is an academic research tool that is experimental in nature and is supplied "AS IS", without obligation by the UW to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Work is with You.

UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE WORK, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES PERTAINING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UW AND DEVELOPERS WILL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR

Spirometry Fundamentals License Agreement

OTHERWISE. (Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to You).

FORMAT

Spirometry Fundamentals is an interactive CD-ROM and will function properly under normal use. UW may replace a defective disc at no charge for the first sixty (60) day period after it was originally shipped to You upon receiving Your notification of the defect.

UPDATES AND CONTACT INFORMATION

UW reserves the right to modify or make improvements in the Work at any time without notice. UW shall endeavor to correct program defects as identified by UW relating to Work's operation.

Address for additional information about the Work and notification of defects:
Spirometry Fundamentals, UW Child Health Institute, 6200 NE 74th Street, Suite 210, Seattle, WA 98115 or email at: spirofun@u.washington.edu

For information on this License Agreement: contact: Express License, UW TechTransfer, University of Washington, 4311 Eleventh Avenue NE, Suite 500, Seattle WA 98105-4608 or email at: license@u.washington.edu

GENERAL

This Agreement constitutes the entire Agreement between the parties concerning Your use of the Work. This Agreement is made in and shall be governed by the laws of the State of Washington excluding choice of law principles. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, United States of America.

Pursuant to U.S. laws, the Work may not be downloaded, acquired or otherwise exported or re-exported (i) into, or to a national or resident of any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders.

By signing this License Agreement, You represent that: 1) You are not located in or under the control of a national or resident of any such country or on any such list; and 2) You will not export or re-export the Software to any prohibited country, or to any prohibited person, entity, or end-user as specified by U.S. export controls.

TERM OF LICENSE AGREEMENT

UW reserves the right to terminate this License Agreement without notice upon Your violation of the terms and conditions of the license by the Licensee.

FEE

License fees for rights under this Agreement are in U.S. Dollars and are due upon Your entering into this License Agreement.

AGREEMENT

UW and You, or Your authorized representative, have executed this Agreement on the dates given below.

This License Agreement shall become effective only if fully executed prior to December 31, 2009.

