

**Penn State Facilities Engineering Institute Custom-Developed Proprietary Web Applications
End-User License Agreement**

The product received (“Licensed Application”) is licensed, not sold, to You for use only under the terms of this license. The Pennsylvania State University (“PSU”) reserves all rights not expressly granted to You.

Scope

The license granted to You for the Licensed Application is limited to a non-transferable license to use the Licensed Application. You may not rent, lease, lend, sell, redistribute, or sublicense the Licensed Application. You may not copy (except as expressly permitted elsewhere in this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by PSU that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Termination

The license is effective until terminated by You or PSU. Your rights under this license will terminate automatically without notice from PSU if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the Licensed Application.

Use of the Licensed Application and any related services requires Internet access, which is Your responsibility.

You agree that any Services contain proprietary content, information, and material that is protected by intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information, or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that PSU is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

PSU makes no representation that the Licensed Application or Services are appropriate or available for use in any particular location. You are responsible for compliance with any applicable laws, including but not limited to applicable local laws. PSU reserves the right to change, suspend, remove, or disable access to any Service at any time without notice. In no event will PSU be liable for the removal of or disabling of access to any such Licensed Application or Services. PSU may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

NO WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED

APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION (“SERVICES”) ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PSU HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PSU DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PSU BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICITONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITAITON MAY NOT APPLY TO YOU. In no event shall PSU’s total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount paid for the Licensed Application. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

The laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules, govern this license and Your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national or international laws.