SOFTWARE LICENSE AGREEMENT

Copyright University of Geneva, 2016.

All rights not expressly granted under this license are reserved.

FACSGen is a software developed by the University of Geneva that enables the application of FACS-based (Facial Action Coding System) facial expressions to virtual 3d faces. These expressions can be either static (images) or dynamic (videos). This software is primarily intended for affective science researchers, and allows for the automatic creation of large sets of stimuli for their experiments.

This software results from work performed by Lionel Reveret, Etienne Roesch, Lucas Tamarit, Klaus Scherer, David Sander and Didier Grandjean. University of Geneva (UNIGE) is the exclusive source of distribution of the code and documentation of the FACSGEN software.

The use of the FACSGEN shall be **strictly limited to universities or other non-profit research organisations and their employees. Any use by commercial entities or any other entities other than the ones abovementioned is forbidden.**

By installing, or otherwise using the FACSGEN software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you should refrain from installing or using the FACSGEN software.

Definitions

1. For the purpose of this Agreement, the following definitions shall apply:

Documentation	Shall mean any documentation related to the Software.
Effective Date	Shall mean the delivery date of the Licensed Materials by Licensor to Licensee whether electronically or by other means.
Licensed Software	Shall mean the Software being the object of the license granted hereunder and comprising copyrights.
Licensed Materials	Shall mean the Licensed Software and Documentation being the object of the license granted hereunder.
Licensee	Shall mean any person currently under employment contract with universities or non-profit research organisations, universities or any other non-profit research organisations exercising any permission granted by this license.

Licensor	Shall mean University of Geneva, with offices at 24 rue du Général-Dufour, CH-1211 Genève 4, Switzerland
Purpose	Shall mean non for profit scientific research only.
Site	The unique computer on which Licensee is allowed to use the Licensed Software.
Software	Shall mean the proprietary FACSGEN software for the synthesis of dynamic facial expressions as developed by the Licensor, in its executable form (object code) only. The Software incorporates a software called "FaceGen" which has been developed and licensed to the Licensor by Singular Inversions Inc., Toronto, Canada. The license granted to UNIGE includes the right to distribute products incorporating FaceGen to Universities and other non-profit research organisations.

Ownership and proprietary rights

2. All intellectual property rights in the Licensed Materials are either owned by the Licensor or by third Parties which have granted adequate rights to Licensor for the purpose of this Agreement. The original and any copies of the Licensed Materials, made by Licensee, including translations, compilations, partial copies, modifications, and updates, are the property of Licensor.

3. All intellectual property rights in the Licensed Materials are protected by Swiss and international copyright laws. Licensee recognizes that Licensor regards the Licensed Materials as its proprietary information and as confidential trade secrets of great value. Licensee further agrees to treat the Licensed Materials with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Materials.

Grant of license

4. Licensor grants to Licensee a non-exclusive, non-sublicenseable, non-transferable object code license to use the Licensed Materials exclusively for the Purpose and subject to the conditions stated hereunder.

5. Licensee agrees not to provide or to otherwise make available, loan, rent, lease or license in any form the Licensed Materials, or any portion thereof, in any form, whether modified or unmodified, to any third party other than its employees without Licensor's prior written consent.

6. Licensee shall not incorporate Licensed Software code, in whole or in part, into other software code.

7. Licensee may only make copies of the Licensed Software in executable code form as necessary for use by Licensee and for backup or archive purposes. Licensee agrees to maintain records of the location and use of each copy, in whole or in part, of the Licensed Materials. Licensee agrees to reproduce and apply the copyright notice and proprietary notice of Licensor to all copies made hereunder, in whole or in part and in any form, of Licensed Materials.

Support

8. Nothing in this Agreement entitles Licensee to any maintenance support of the Licensed Software.

9. During the first 12 months of this Agreement, Licensee may provide free of charge updates and upgrades to Licensee as they become available. Notwithstanding the foregoing, the Licensor is under no obligation to correct any problems or errors of the Licensed Software.

Consideration

10. In consideration for the license granted hereunder, Licensee shall pay the license fees set forth in Exhibit A, before receiving the Licensed Software activation code. The payment shall be executed under the conditions of the online payment system provided by Licensor.

11. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full.

12. Licensor shall use its best efforts to deliver the Licensed Materials promptly after receipt of the purchase confirmation or purchase order from Licensee.

Use of names, publications

13. Licensee shall not use the title or the names or logos of Licensor, nor any adaptation thereof, nor the names of any of its employees or laboratories, in any advertising, promotional or sales material without having obtained Licensor's prior written consent.

Warranty disclaimer

14. THE PROVISION OF THE LICENSED SOFTWARE IS ON "AS IS" BASIS. LICENSOR PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED MATERIALS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SOFTWARE IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED MATERIALS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.

Limitation of liability

15. LICENSOR'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO LICENSOR. IN NO EVENT SHALL LICENSOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

Duration and termination

16. This Agreement shall enter into force on the Effective Date and shall remain effective until the expiration of the copyrights attached to the Licensed Materials unless terminated earlier pursuant to Section 17 thereof and subject to Licensee's proper performance of its obligations hereunder.

17. Licensor may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from Licensor.

18. In the event of termination, Licensee will immediately discontinue use of the Licensed Materials. Within one (1) month after termination of this Agreement, Licensee will furnish to Licensor a certificate which certifies with respect to each of the Licensed Materials that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Materials have been destroyed. The provisions of Sections 2, 3, 18, 19, 22, 25 and 26 hereof shall survive any termination of this Agreement.

Notices

19. All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

Severability

20. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

Governing law and jurisdiction

21. This Agreement is governed and constructed in accordance with the laws of Switzerland, excluding conflict of law rules.

22. If any dispute or difference arises in connection with this Agreement, the Parties will negotiate in good faith to resolve it. If no amicable solution is found, any dispute, controversy or claim arising out of or in connection with this Agreement is subject to the exclusive jurisdiction of the Geneva courts.

Entire agreement

23. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or Licensor's order acknowledgment forms.

EXHIBIT A

ONE-OFF NON-REFUNDABLE LICENSE FEES:

CHF 500 per Site where the Licensed Software will be installed.

Signature _____

Place and date _____