

Leadership Amplifier

End User License Agreement – Apple iPhones

Please read this End-User License Agreement ("EULA") carefully before downloading, installing or using this Leadership Amplifier application ("Application"). This EULA is a legal agreement between the user ("End-User") and the University of Louisville Research Foundation, Inc., as the agent of the University of Louisville ("UofL") for receiving grants and research agreements from external funding sources and which owns and controls intellectual property on behalf of UofL, with principal offices located at 300 E Market Street, Suite 300, Louisville, KY 40202 ("ULRF").

By downloading, installing, or using the Application, End-User agrees to be bound by the terms and conditions of this Agreement.

If End-User do not agree to the terms of this Agreement, do not download or use the Application. In consideration of the forgoing, ULRF grants to End-User a single, non-exclusive, non-transferable and limited personal license to access and use the Application.

Terms:

1. In consideration of the foregoing, ULRF grants the End-User a non-transferable, non-exclusive license to use the Application on the devices, subject to these terms incorporated into this EULA by reference and any applicable license fees ("License Fee"). You may use the Application free for up to a two (2) week trial. Thereafter you must pay the License Fee in order to participate in a community. ULRF reserves all other rights. The End-User may use the Application on any Apple-Branded Products that the End-User owns or controls as permitted by the Usage Rules set forth in the Apple App Store's "Terms of Service", except that the Application may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.
2. In order to use the Application, End-User must be 18 years or older, and have the power to enter a binding contract with us and not be barred from doing so under any applicable laws. End-User also promises that any registration information that End-User submits in order to use the Application is true, accurate, and complete, and End-User agrees to keep it that way at all times. No one under the age of 18 is permitted to download the Application.
3. End-User hereby agrees to pay the License Fees (and any applicable taxes) when the End-User subscribes to a community. Subscribing to a community authorizes ULRF, or any affiliate which may process such payment on behalf of ULRF, to deduct from End-User's credit card (or any debit card accepted) any amount due and payable under this Agreement without further reference to End-User if used by an individual. If the individual is part of an organization establishing a community, the organization will be charged in a similar manner for the number of individual subscribers. In the event that

End-User is a commercial entity or part of an organization acquiring licenses for multiple individuals (“Subscribing Entity”), that Subscribing Entity shall pay to ULRF, or any affiliate which may process such payment on behalf of ULRF, an upfront fee covering its use. Unless specified otherwise, only the specific individuals for whom the Subscribing Entity has paid the required fees and whom End-User designates may access and use the Application. Such designated users may be End-User’s employees, representatives, consultants, contractors, agents, or other third parties who are acting for End-User’s benefit or on your behalf. Failure by End-User to pay License Fees shall result in the End-User being unable to participate in communities after the two (2) week trial period.

4. If End-User is a Subscribing Entity, such End-User shall ensure that any employees using the application under their License will use the Application in accordance with the terms found herein.
5. End-User understands that information shared over the Application, including but not limited to name/alias and survey or question responses, may be shared within the Application and may be seen by other users. End-User agrees that the Application has the right to share this information and that the information can be shared and stored by Amazon Web Services (AWS) or any other cloud-based service.
6. By using the Application or any of the Services, defined as optional classes, courses, programming, or other services presented in the Application, End-User consents to the collection and use of technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to End-User.
7. By using the Application or any of the Services, End-User consents to the collection and use of data and information for research, academic, and teaching purposes. The data and information collected shall include answers to survey questions and demographic information given by the End-User during registration or as given as a response to Application questions. For further information on privacy, please see the [UofL Privacy Policy](#).
8. The Application or any Service may contain links to other independent third-party websites (Third-party Sites). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). End-User will need to make End-User’s own independent judgement regarding their interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them. In the case of Apple, both parties acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
9. End-User agrees to comply with all applicable third-party terms when using the Application.

10. End-User understands and acknowledges that, to the extent permitted by applicable law, ULRF, not Apple, is responsible for addressing any claims that may arise relating to the Application and End-User's use or possession of the Application.
11. ULRF does not charge for downloading, installing, or using the Application, but based on End-User's mobile carrier's data rates, End-User may incur charges for their use of the Application.
12. End-User shall not, and shall not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
13. ULRF reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to End-User.
14. This Agreement shall remain in effect until terminated by End-User or ULRF. ULRF may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from ULRF, in the event that End-User fails to comply with any provision of this Agreement. End-User may also terminate this Agreement by deleting the Application and all copies thereof from their mobile device or from their desktop. By termination the agreement, End-User shall delete all copies of the Application and discontinue use of the Application in addition to any materials End-User may have acquired through the use of the Application.
15. ULRF reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 (thirty) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.
16. End-User agrees that all intellectual property rights in the Application and any information relating to the Application, including but not limited to materials, data, and code anywhere in the world belong to ULRF. End-User understands the End-User has no rights in, or to, the Application, the documents or the Technology other than the right to use each of them in accordance with the terms of this EULA. Title to software, documents, updates, and all patents, copyrights, know-how and other worldwide proprietary rights in or related thereto are and will remain the exclusive property of ULRF. End-User may not remove any titles, trademarks, trade names, copyright notices, legends, branding, or other proprietary markings in or on the Application. ULRF own all rights in any derivative work as defined by 17 U.S.C §101, copy, translation, modification, or adaptation, of the Application.
17. End-User expressly acknowledges and agrees that use of the Application and any documents and Services provided is at End-Users sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with End-User.

18. The Application may contain links to other sites. ULRF does not control such other sites, and ULRF and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security or privacy of those sites. The fact that ULRF has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners or its providers. There are risks in using any information, software, or products found on the Internet, and ULRF cautions End-User to ensure the End-User understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. Further, End-User agrees that under no circumstances will they hold ULRF or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on other sites.
19. End-User and ULRF acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that Apple, by End-User's acceptance of this EULA, has the right to enforce the EULA against the End-User as a third party beneficiary thereof.
20. ULRF provides End-User the rights granted in this Agreement AS IS and WITH ALL FAULTS. ULRF makes no representations and extends no warranties of any kind, either express or implied. Among other things, ULRF disclaims any express or implied warranty: (a) of merchantability, or of fitness for a particular purpose; (b) of non-infringement; or (c) arising out of any course of dealing.
21. THE ENTIRE RISK AS TO PERFORMANCE OF APPLICATION IS ASSUMED BY END-USER. IN NO EVENT WILL ULRF, UOFL, INCLUDING ITS TRUSTEES, FELLOWS, OFFICERS, EMPLOYEES, STUDENTS AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER WHETHER GROUNDED IN TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), STRICT LIABILITY, CONTRACT OR OTHERWISE. THE ABOVE LIMITATIONS ON LIABILITY APPLY EVEN THOUGH ULRF, UOFL, ITS TRUSTEES, FELLOWS, OFFICERS, EMPLOYEES, STUDENTS OR AGENTS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
22. If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
23. End-User represents and warrants that (a) End-User is not located in a country that is subject to a United States (U.S.) Government embargo; (b) End-User is not located in a country that is on 15 CFR Part 740, Supplement 1 Country Group E; and (c) he/she is not listed on any U.S. Government list of prohibited or restricted parties. End User further represents that End-User is not accessing the Application outside the United States.
24. All notices and questions may be sent to: amplifier@louisville.edu
25. In the event of termination clauses 17, 18, 19, 20, 21, and 26 shall survive.

26. This Agreement will be governed solely by the laws of the Commonwealth of Kentucky, without applying any law that would result in the application of a different body of law; provided that questions affecting the construction and effect of any patent will be determined by the law of the country in which the patent has been granted. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.