



ALPHA MOS END USER LICENSE AGREEMENT*

Alpha MOS最终用户授权协议

IMPORTANT: this end user license agreement (the “**Agreement**”) is a legal agreement between your company or organization (“**Licensee**”) and Alpha MOS. Its terms and conditions apply to any and all Alpha MOS’ software programs (such as but not limited to AlphaSoft and AroChembase), including any third party software or databases they may contain, supplied to Licensee by Alpha MOS (hereinafter collectively referred to as the “**Software**” ^[1]). By installing and using the Software, clicking the “accept” button or using the equipment that contains the Software, Licensee acknowledges and agrees to be bound by the terms and conditions of this Agreement.

重要提示:此最终用户授权协议(即“协议”)是贵公司或贵机构(即“被许可方”)与Alpha MOS签订的合法协议。其条款和条件适用于任何一个和所有Alpha MOS的软件程序(例如但不限于AlphaSoft和AroChembase),包括其中可能包含的任何第三方软件或数据库(以下统称为“软件”^[1]),由Alpha MOS提供给被授权方。通过安装和使用软件,点击“接受”按钮或使用包含软件的设备,即被许可方认可并同意遵守本协议中的条款和条件。

1. By this Agreement, Alpha MOS grants Licensee a nonexclusive and nontransferable license to use the software (the “**License**”) subject to the terms and conditions set forth below.

根据这份协议,Alpha MOS授权被许可方使用该软件,该授权为非专有特许和不可转让,细则依以下条款和条件为准。

2. Licensee acknowledges that this is only a limited license and that the Software is licensed and not sold. Alpha MOS is and remains the owner of all titles, rights, and interests (including but not limited to all copyright and intellectual property rights) in the Software that this Agreement does not expressly grant to Licensee.

被许可方认可同意,此软件授权为有限授权,且只授权使用而不是出售。对于该协议中未明确授权给被许可方的,软件中所有的标签,权利及利益(包括但不限于版权及知识产权)仍是归Alpha MOS所有。

3. This License permits Licensee to install the Software on one single computer system. Licensee agrees not to modify, reproduce, adapt, translate, publish, reverse engineer, decompile, disassemble, decrypt or otherwise attempt to discover source code or to derive source code from the Software, any portion thereof or accompanying documentation, or use it as a basis for the preparation of other software programs or derivative works. Licensee undertakes not to use the Software in any manner that may infringe the intellectual property or other rights of Alpha MOS or any other third party. Licensee will not make copies of the Software and accompanying documentation or allow copies to be made by others, unless authorized by this License Agreement. Licensee may make copies of the Software for backup purposes only. Licensee will not remove, cover or alter any trademarks, product names, logo, copyright or other proprietary legends, notices, labels or language in or on the software.

本许可证允许被许可方在一台计算机系统中安装该软件。被许可方同意不修改、复制、改编、翻译、发布、反向工程、反编译、反汇编、解密或者试图从软件中,任何部分,或者相关文档中发现或获取源代码,或使用它作为准备其他软件程序的基础或衍生工作。被许可方承诺不以任何可能侵犯Alpha MOS或任何第三方知识产权或其他权利的方式使用本软件。除非获得该授权协议特别许可,被许可方不得复制软件和相关文件或允许他人复制。被许可方只能因需要备份目的而复制本软件。被许可方不得在本软件中或软件上移除、覆盖或修改任何商标、产品名称、标识、版权或其他专有的图例、通知、标签或语言。

4. **This Software is subject to a limited warranty.** Alpha MOS warrants to Licensee that the physical medium on which this Software is furnished is free from defects in materials and workmanship under normal use, and that the Software, when used with a relevant hardware configuration and in accordance with terms and conditions of use of the Software, will perform according to its accompanying documentation. This limited warranty lasts for a period of 365 days after delivery. To the extent permitted by Licensee's local law, THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALPHA MOS DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. No agent of Alpha MOS is authorized to make any other warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced within one year of the expiration of the warranty. Because some jurisdictions do not allow any limit on the length of an implied warranty, the above limitation may not apply to this License. If the law does not allow disclaimer of implied warranties, then any implied warranty is limited to 365 days after delivery of the Software to Licensee. Licensee has specific legal rights pursuant to this warranty and, depending on Licensee's jurisdiction, may have additional rights.

本软件有规定质保期限。Alpha MOS公司向被许可方保证,在正常使用情况下,提供本软件的物理介质不存在材料和工艺方面的缺陷,并且软件在使用相关硬件配置时,按照本软件的使用条款和条件,会按照其所附的文件运行。质保期为交付后365天内。上述提及的质量将取代被许可方的地方法律规定的任何明示或者隐含暗示的所有质量保证。Alpha MOS不接受任何包含隐含暗示的质量保证,包括任何关于所有权、适销性、非侵权的暗示,或为任何特殊用途的保证。Alpha MOS未授权任何代理商做其他质保或修改此有限的质保。任何违反本有限质保的行为必须在质保期届满后的一年内提出诉讼。由于某些司法管辖区对隐含担保的时间长短不允许进行任何限制,上述限制可能不适用于本授权。如果法律不允许隐含担保免责声明,那么任何对被许可方的隐含担保期仅限于交付后的365天内。被许可方根据本担保有特定的法律权利,根据被许可方的权限,可能有额外的权利。

5. In case of a breach of the Limited Warranty, Licensee's exclusive remedy is as follows: Licensee will return all copies of the Software to Alpha MOS, at Licensee's cost, along with proof of purchase. (Licensee can obtain a step-by-step explanation of this procedure, including a return authorization code, by contacting Alpha MOS at Immeuble Le Colombus - 4 rue Brindejonc des Moulinais - 31500 TOULOUSE – FRANCE). At Alpha MOS's option, Alpha MOS will either send Licensee a replacement copy of the Software, at Alpha MOS's expense, or issue a full refund.

万一违反此有限担保,被许可方的唯一补救措施如下:被许可方将软件的所有拷贝件连同采购证明返还给Alpha MOS,相关费用由被许可方付款。(被许可方可通过与位于法国图卢兹Brindejonc des Moulinais路4号哥伦布大楼的Alpha MOS联系,逐步了解本程序,包括退回授权码。)Alpha MOS会根据情况要求向被许可方发送软件的替换副本,费用由Alpha MOS承担,或者进行全额退款。

6. Notwithstanding the foregoing, ALPHA MOS IS NOT LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY COMPENSATORY, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE) CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THE SOFTWARE.

尽管有上述规定,Alpha MOS对于与本许可协议或被许可方使用本软件相关或导致的任何补偿、间接、特殊、附带、惩戒、惩罚性或相应的损失(包括但不限于无法使用设备或访问数据、业务损失、利润损失、业务中断或类似的损失)不承担任何责任。

Important: The data of the database (if any) are derived from other databases resulting from a search in the literature. All data are compiled with the necessary care. It cannot be guaranteed that

the data are free from errors. By any doubt, the original references should always be consulted. Alpha MOS is not liable for damage resulting from the use of the data in these compilations.

重要提示：数据库的数据（如果有）是从其他数据库中派生出来的，这些数据库是在文献中搜索出来的。所有的数据都已经过必要的处理。不能保证数据没有错误。如有任何疑问，应咨询原参考资料。对于在这些编译中使用数据所导致的损失，Alpha MOS不承担任何责任。

ALPHA MOS TOTAL LIABILITY TO LICENSEE FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF € 5000 OR TO THE AMOUNT PAID BY LICENSEE FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE. Licensee's jurisdiction may not allow the limitations of damages set forth above, so these limitations may not apply.

ALPHA MOS对任何原因造成的实际损失的总责任，将限制在5000欧元以内，或者被许可方为次软件造成损失所支付的费用。被许可方的权限可能不允许限制上述损失赔偿，因此这些限制可能不适用。

7. Licensee agrees to defend and indemnify Alpha MOS and hold Alpha MOS harmless from all claims, complaints, actions or proceedings, losses, damages, or expenses connected with or resulting from Licensee's business operations.

被许可方同意确保和保护Alpha MOS，使Alpha MOS免受由于被许可方自身业务运营相关或由此而产生的所有索赔、投诉、起诉或诉讼、损失、损害或费用。

8. Alpha MOS has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee.

在被许可方有重大违约行为时，Alpha MOS有权终止本许可协议以及取消被许可方使用此软件的权利。

9. Licensee agrees to return to Alpha MOS or to destroy all copies of the Software upon termination of the License.

被许可方同意在授权终止时，将所有软件退回Alpha MOS或销毁所有软件副本。

10. This License Agreement is the entire and exclusive agreement between Alpha MOS and Licensee regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Alpha MOS and Licensee regarding the Software.

本授权协议是Alpha MOS和被许可方之间的签订的关于本软件的完整且唯一的协议。本许可协议代替并取代Alpha MOS和被许可方之间关于该软件的先前所有的谈判、交易和协议。

11. This Agreement is governed by the laws of France.

这个协议适用法国法律。

12. This Agreement is valid without Alpha MOS's signature. It becomes effective upon Licensee's acceptance of its terms and conditions such as set forth at the beginning of this Agreement.

本协议没有Alpha MOS签名也可生效。被许可方一旦接受所本协议开始时规定的条款和条件，协议即生效。

[1] This software uses: - the FreeImage open source image library See <http://freeimage.sourceforge.net> for details. FreeImage is used under the FIPL license version; - apache license, version 2.0 See <https://www.apache.org/licenses/LICENSE-2.0>; - MIT; - FastReport.Compat 2023.1.8 See <https://www.fast-report.com/en/product/fast-report-net/license/>