Alpha **MOS**
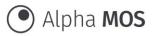
ALPHA-MOS END USER LICENSE AGREEMENT*

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 Alpha Soft 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.

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.

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.

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.

4. **This Software is subject to a limited warranty**. Alpha MOS warrants to Licensee that the material or intangible support 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.

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.

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.

    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.

    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.

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.

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.

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

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.

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

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.

---

[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/*