

# Software Usage Agreement

This Agreement is

Between the Supplier : The Division of Teaching Laboratories,  
Faculty of Medicine, UofT.  
Address: 1 Kings College Circle, Toronto ON M5S 1A8  
Room 3371

And :

\_\_\_\_\_  
(The User)

## What You Get

By signing this Agreement, you are entitled to **The AcqKnowledge Version 3.8.2** software for use by **The User** on **one** computer at home for the duration of the course. Also you agree to and accept the provisions in “Your Responsibilities”.

We will provide the Software program, and updates (*if applicable*) for the duration of the Agreement. Deposit Fee is payable in advance commencing from the date of this Agreement.

## Your Responsibilities

The deposit payment must be in cash. You must have a computer and printer that will work with **The AcqKnowledge** software. **This version only works on Windows XP or higher IT WILL NOT WORK ON A MAC.** You agree to return the original CD to the supplier, and destroy any copies of the software, and remove any installations at the end of your course.

## Support

No support is offered **implicitly** or **explicitly** for the use or installation of **The AcqKnowledge** software. A user manual is supplied on the installation CD. A FAQ and other user documents may also be found on the following website. <http://teachinglabs.med.utoronto.ca> navigate to “Student Info”

## Pricing

There will be a **Deposit Fee.** *The Deposit will be refunded in full if the software is returned within 7 days.*

The Amount Payable is as follows.

Deposit: \$10.00 (**Refundable**), \$5.00 per week will be deducted **after** 7 days.

## Termination

**The User** terminates the Agreement upon completion of the course. The agreement also entails deleting the software from the computer that it was installed on.

**The User MUST RETURN The AcqKnowledge software CD no later than one week before the final Lab session. This will be strictly enforced.**

## The User

Name :	Student Number:
Phone: (    )	Course:
E-Mail :	

## Copyright

The **AcqKnowledge Software program** and **electronic User Manual** are the property of BIOPAC Systems Inc. and are protected by copyright laws.

The **AcqKnowledge Software program** and or **electronic User Manual** shall not be copied, reproduced, disclosed, transferred or reduced to any electronic medium or machine-readable form without the express written approval of the Division of Teaching Laboratories.

## Disclaimer

The **AcqKnowledge Software program** and **electronic User Manual** are provided on an "as is" basis. There are no warranties expressed or implied as to the fitness of this software for any particular purpose. In no event shall **The Division of Teaching Laboratories, the University of Toronto** or any of its employees, be held responsible for **any direct or indirect or consequential damages**, even if The Division of Teaching Laboratories has been advised of such damage.

**I have read this agreement and agree to abide by all of its terms and conditions.**

Signed by

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

CD Number: \_\_\_\_\_

## Return:

Date: \_\_\_\_\_

Received by: \_\_\_\_\_

Amount Returned: \_\_\_\_\_

Confirm Cash Received: \_\_\_\_\_(user initials)