## LICENSE AGREEMENT FOR ACADEMIC END USERS OF MOMIS SYSTEM

## (RESEARCH GROUP LICENSE)

> **Please note:**
> The license applies only within your research group.
> The database is not to be made available to third parties under any circumstances.
> Please read the conditions of the license agreement carefully.

### IMPORTANT NOTICE

**PLEASE READ CAREFULLY: This MOMIS end user license agreement (EULA) for Academic End Users (AEU) is a legally binding contract between you, an Academic End User (AEU) either as physical or legal entity, and "DBGROUP – Università di Modena e Reggio Emilia" with its headquarter in Modena, Italy .**

Academic End User (AEU) is herein defined as:

1. An individual scientist who is not working for or with commercial organizations of any kind.
2. A self-contained unit within a university or public or governmental research institution performing non-commercial research and development.

By signing this contract, you certify that you are an AEU according to the aforementioned definition and that you accept this EULA in full. If you do not accept this EULA you are not entitled to use MOMIS System in any way. DBGROUP's willingness to license you access to the MOMIS System is expressly conditional on your acceptance of all terms of this license agreement.

### § 1
### Contractual Subject Matters

1. DBGROUP hereby grants to AEU the non-transferable, non-exclusive right to use MOMIS System for research purposes for the contract term stated in §2. AEU will be provided with a minimum of three releases within the contract term.
2. AEU shall not be authorized to transfer contractual subject matter rights to third parties or to grant them corresponding utilization rights.

### § 2
### Delivery and Contract Term

1. AEU shall receive MOMIS system and related releases either by means of online access to the server of DBGROUP or by means of a file download via Internet. AEU will be provided with a user ID and password by e-mail. MOMIS system is regarded delivered when the e-mail has been released by DBGROUP and the successful transmission is confirmed by the e-mail sending report.
2. The initial contract term is a period of 12 consecutive calendar months beginning with the month of delivery.

3. After the initial term, the contract is extended automatically by 12-month periods. The contract can be terminated by either party with a 1-month notice to the expiration of a 12-month period.

4. Either party has the right to terminate the contract with cause without notice. DBGROUP can terminate the contract with cause particularly in the event that AEU infringes on one or more of the obligations stipulated in § 3.

5. In case of contract termination, whether regular or with cause, AEU shall be obligated to delete MOMIS System and all its elements on all computer compatible record carriers, data-storing, and data-processing equipment.

**§ 3**
**Protection of MOMIS System**

1. Without prejudice to the utilization rights granted to AEU, DBGROUP shall hold all rights in MOMIS System including all copies and partial copies produced by AEU.

2. AEU shall be obliged to retain all protective notes, copyright notes and other reservations of rights unchanged as well as to adopt those notes unchanged in complete or partial copies produced by AEU.

3. AEU shall be obliged not to give third parties access to MOMIS System, neither to its online account nor to the original, complete or partial copies without the explicit consent of DBGROUP. Furthermore, AEU shall take precautionary measures in order to prevent third parties from taking possession of MOMIS System or parts of MOMIS System as well as to prevent third parties from using MOMIS System completely or partially. The term "third party" includes in particular any other AEU or company or other kind of organization cooperating with AEU. The limitations of §3.3 are not given for third parties who are covered by their own valid EULA. However, it is the responsibility and obligation of AEU to verify that such parties are duly licensed.

4. Finally, AEU shall be prohibited from changing MOMIS System or from giving third parties access to changed versions of MOMIS System, irrespective of whether the changes are complete or partial, or from granting third parties any rights to changed versions of MOMIS System.

**§ 4**
**Publications**

AEU shall be authorized to publish excerpts from MOMIS System for scientific purposes within the usual range. For this purpose only a permanent storage of the excerpts to be published shall be permitted. However, concerning the excerpts from the MOMIS System, AEU shall be obliged to refer to DBGROUP within the scientific publications.
On the basis of MOMIS System, users can produce Integrated Schemas and Source Schemas for their internal research purposes only, and could not make those Schemas available for third parties.

**§ 5**
**Warranty**

1. DBGROUP shall not give a warranty as to the characteristics or to the content of MOMIS System. Moreover, any warranty concerning the completeness, up-to-dateness, correctness and usability of MOMIS System shall be excluded.

2. DBGROUP shall also not give a warranty to the user characteristics of MOMIS System complying with the requirements of AEU.

## § 6
## Restriction of liability

1. The liability of the contractual parties shall be restricted to damage caused intentionally or by gross negligence.
2. Unless any misconduct on the part of the managing director or some other chief executives caused intentionally or by gross negligence does occur, the warranty on the part of DBGROUP shall be restricted as follows:
3. Irrespective of the legal grounds, DBGROUP shall be liable only for damages that occur as a result of a negligent violation of one of the essential contractual obligations and thus endangering the aim of the contractual purpose. This liability shall be limited to damages typical of the contract, the emergence whereof each contractual party shall be aware upon concluding the contract.
4. DBGROUP shall not be liable for a lack of economic success, loss of profits, indirect damages, consequential harm caused by defects, and claims raised by third parties.

## § 7
## Final Clauses

1. This contract shall be subject to the laws of the Republic of Italy. If permissible, the parties agree on the city of Modena serving as the concurrent place of jurisdiction. The place of performance shall be the city of Modena.
2. In of the event that a provision of this contract shall become completely or partially ineffective or impracticable, the effectiveness of the other provisions shall remain unaffected. The contractual parties shall be obligated to replace the ineffective or impracticable provision by such a provision that shall aim for the economic results formerly agreed upon within the ineffective or impracticable provision. The same shall be applicable to the bridging of any contractual gaps which may occur.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.**

**Database Research Group** (**DBGROUP**)
Dipartimento di Ingegneria dell'Informazione
Università di Modena e Reggio Emilia
Via Vignolese, 905
41100 Modena Italy                                        _____

By:   Prof. Sonia Bergamaschi                            By:  _____

Title: Director of  Database Research Group              Title: _____

Sign:__ _____                 Sign:__ _____

Date:_____                 Date:__ _____