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**[WITHIN THE SCOPE OF THE EC BLUEBRIDGE PROJECT No: 675680 ]**

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**1. Scope of this License Agreement**

Subject to these Terms, FORTH hereby grants to You a limited, non-exclusive, non-transferable, revocable, limited access rights permit to ACCESS the FORTH ICS proprietary 'MatWare' v.2.1, [<http://www.ics.forth.gr/isl/MatWare>] OBJECT CODE ONLY, INTERNAL & NON PROFIT; You acknowledge and accept that FORTH ICS 'MATWARE' available at and your access rights are granted herein only for the purposes of development and delivery by [CNR of the necessary actions, work, 'needed' for CNR to execute its undertaken tasks as per WP8 & 9, Tasks 8.1. & 9.2 as described in the EC BLUEBRIDGE PROJECT CA as of 28/07/2015 and only for the limited period as absolutely necessary for execution of such tasks to be delivered by [31/March/2017], unless otherwise deemed necessary and agreed herein, pursuant to this Agreement with FORTH and with the applicable as in force BLUEBRIDGE CA.

**2. Restrictions**

- a. You agree to use this Licensed FORTH work only as permitted herein;
- b. You are not allowed utilizing this Licensed FORTH work with content/products/services that is not appropriate for viewing by a general audience or that directs users to such content/actions, which include, without limitation to, that which: (a) promote offensive, criminal, illegal content or activities; (b) violate any law, statute, order, or regulation, or; (c) violate intellectual property rights; (d) result in legal liability for FORTH; and/or (e) is considered by FORTH as unfair competition and/or prejudice to FORTH' s legitimate rights and interests ;
- c. Notwithstanding any applicable Open Source license terms or otherwise, You shall not and shall not permit third parties to: (a) integrate the Licensed FORTH work with any products and/or services, (b) distribute the Licensed FORTH work in any manner, (c) use or make available the Licensed FORTH work to any person other than You, (d) modify the Licensed FORTH work; or (e) change, obscure or delete any proprietary notices or legends which appear in the Licensed FORTH work, for purposes other than as explicitly permitted herein;
- d. You agree that You will not, directly or indirectly, and You shall not permit third parties to (a) decompile, disassemble or reverse engineer the Licensed FORTH work, in whole or in part, or use, copy, reproduce, write or develop any derivative software or any other software program based upon all or any part of the MatWare or any confidential information of FORTH, without FORTH's express prior written consent and/or for purposes other than 'personal use' as herein permitted; (b) not compete directly or indirectly with FORTH in exploitation or otherwise of the MatWare and/or of any accompanying Hardware; and (c) not provide software maintenance, training or consulting or other expertise services in respect of the MatWare. In the event applicable law grants You the right to reverse engineer, You shall provide FORTH with prior written notice including information sufficient regarding Your intended method of reverse engineering, its purpose and the legal authority for such activity and shall afford FORTH a reasonable period before initiating such activity in order to evaluate and/or legally challenge the activity. You shall refrain from such activity until

such time as any legal challenge is resolved in Your favor. Reverse engineering includes, without limitation, sniffing, decompiling, or otherwise deriving source code.

### **3. Intellectual Property Ownership**

FORTH and/or its rightholders shall respect and retain at all times all rights, title and interests, including all intellectual property rights, in and to the FORTH Logos, copyright notices and Terms and conditions of permitted use, and/or (if any) other applicable open source copyright notices and license terms, as well as with respect to any and all improvements, modifications, enhancements, and derivative works (if any) thereof and/or feedback associated therewith while using this Licensed MatWare, that You shall refer to always and provide to FORTH. All rights not specifically granted in these Terms shall be retained by FORTH.

### **4. Warranties**

You represent and warrant that: (a) You have the full right, power and authority to enter into these Terms and carry out Your obligations hereunder; (b) the consent to and performance of these Terms will not result in the breach or violation of any law or regulation applicable to it or any contract or commitment by which You are bound; and (c) You do not infringe any rights of a third party.

### **5. User Support**

FORTH shall not be required to provide support of any kind with respect to the Licensed FORTH work.

### **6. Disclaimer of Warranties**

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### **7. Indemnity**

You agree to indemnify and hold FORTH, concerned personnel/developers and its licensors harmless against any cost, loss, liability or expense arising out of any third party claims against FORTH, its personnel/developers and/or its licensors (i) relating to Your utilization of the Licensed FORTH work 'MatWare' and/or (ii) arising from Your actions or omissions.

### **8. Term**

These Terms shall become effective upon Your acceptance, use of the hereby Licensed software and shall remain in effect until these terms, use of the Licensed software are terminated by FORTH; Upon termination of Your participation to the BLUEBRIDGE PROJECT for whatever reason, notwithstanding the term as per term 1 of this Agreement, (a) the rights and license(s) granted to You pursuant to these Terms, shall automatically terminate; (b) You shall certify to FORTH that the Licensed product subject to these Terms has been removed from any equipment, network, premises, product, services or any other location or space, (c) You shall cease to use all FORTH proprietary content, product, services.

### **9. Survival**

The provisions of Sections 2-12 shall survive the expiration or termination of these Terms for any reason whatsoever.

### **10. Exclusion of Incidental, Consequential and certain other Damages**

To the maximum extent permitted by applicable laws, in no event shall FORTH, its personnel, directors, licensors or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Licensed FORTH work 'MatWare', or otherwise under or in connection with any provision of these Terms, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of FORTH, its personnel, directors, affiliates, licensors or any supplier, and even if they or any one of them has been advised of the possibility of

such damages.

#### **11. Limitation of Liability and Remedies**

Notwithstanding anything to the contrary contained herein or any damages that You might incur for any reason whatsoever, the entire and maximum liability of FORTH, its personnel, directors, affiliates, licensors and any suppliers, in aggregate for all claims made in contract, tort or otherwise in connection with the subject matter hereof, and Your exclusive remedy for all of the foregoing shall be limited to the fees actually paid by You, if any. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable laws, even if any remedy fails its essential purpose.

#### **12. Miscellaneous**

a. Governing Law; Attorneys Fees. These Terms shall be construed and controlled by the Greek Law, and You consent to the non-exclusive jurisdiction and venue of the Greek courts of Heraklion, Crete; FORTH may seek immediate injunctive or other relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

b. Assignment. You may not assign these Terms or any portion thereof to any third party unless FORTH expressly consents in writing.

c. No Partnership. Nothing in these Terms shall be construed to create a partnership or agency between the parties, and neither shall have authority to bind or represent itself as the agent or partner of the other.

d. Severability. If any provision of these Terms shall be held to be invalid, illegal or unenforceable, such holding shall in no way affect or impair the remaining provisions, and the parties shall use their reasonable efforts to substitute valid and enforceable provisions which have the closest meaning and purpose as those so held.

e. Entire Agreement; Variation; Waiver; Counterparts. These Terms set forth the entire understanding of the parties, which supersedes and merges all prior proposals, understandings and all other agreements oral and written between the parties relating to the subject matter herein and may not be modified except in a writing executed by both parties or in new terms posted here or notified to You. Failure of a party to enforce any of the provisions of these Terms will not be construed to be a waiver of the provision, and no waiver of any rights hereunder shall be deemed to be a waiver of the same or other right on any other occasion.

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