

PERSAM Version 1.0

License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, USING, COPYING OR DISTRIBUTING ALL OR ANY PORTION OF THE PERSAM SOFTWARE. BY DOWNLOADING, USING, COPYING OR DISTRIBUTING ALL OR ANY PORTION OF THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE LIMITATIONS ON USE IN ARTICLE 2, ON WARRANTY AND LIABILITY IN ARTICLE 5. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE THIS SOFTWARE.

LICENSEE HAS READ THE PRESENT LICENSE AGREEMENT AND CONFIRMS TO AGREE WITH THE TERMS

1. DEFINITIONS

“Licensor” shall mean the European Food Safety Authority, having its seat at Via Carlo Magno 1A, 43126, Parma, Italy.

“Licensee” shall mean you, the individual identified as such by downloading the Software.

“Computer” shall mean an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

“Software” shall mean the computer software system named "PERSAM", a decision-support instrument which enables competent authorities, research institutes, and applicants to carry out rapid and efficient exposure assessment to soil organisms in the environment. The use of the Software is not restricted to a specific national, regional or international legal requirement. The Software shall also include the whole content of the files (provided either by electronic download, on physical media or by any other method of distribution), disk(s), CD-ROM(s) or other media with which this Agreement is provided, as well as any future versions, improvements, developments, programming fixes, updates, plug-ins, add-ons and upgrades of this computer software.

“Derivative Works” means any software program and any support materials, including but not limited to manuals, flow charts, and specifications, derived from, written and/or produced by, or incorporating any part of the Software, as defined here-above.

“Use” or **“Used”** in connection with the Software, as defined below, shall mean storing any portion of the Software in a machine, and/or transmitting any portion of the Software to a machine for processing and/or compiling, executing or interpreting any machine instructions contained in the Software, and/or displaying any portion of the Software in connection with the processing of such machine instructions.

“Permitted Number” shall mean one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by Licensor.

“False information” shall mean any disloyal, treacherous, insincere, simulated, feigned, deceptive or misleading information or any information dishonestly contrived to give an incorrect reading.

2. RIGHTS GRANTED REGARDING THE SOFTWARE

If you obtained the Software from Licensor and subject to your compliance with the terms of this agreement, Licensor grants Licensee a personal, non-exclusive, non-transferable and royalty-free license to use the Software. The Software may include one or more libraries, files or other items, for which Licensor grants the Licensee a right of use on the basis of the licenses given by its suppliers. This equally applies regarding pre-existing open-source licenses on which the Software is based.

2.1. Licensee may:

- a) Install, access and use a copy of the Software, an unlimited Permitted Number of times within the computer environment of the Licensee, including internal network deployments or several separate standalone deployments.

- b) Make one copy of the whole Software in machine readable form for back-up and archival purpose only, provided that Licensee reproduces on this copy all the proprietary notices which appear on or in the Software, provided that the backup copy is not installed or used on any Computer outside the computer environment of the Licensee. This copy must be kept in Licensee's control and possession. Licensee shall use its best efforts to ensure that the Software does not fall into the hands of third parties whether as a result of theft or otherwise.
- c) Use the Software in relation to services provided to third parties, provided that such services are dedicated to promote the Software and its use only consists in:
 - Preparing and executing training sessions to teach and promote the proper use of the Software;
 - Offering support in relation to the Software, provided that all other requirements of the present Agreement, including point 2.2 below, are met;
 - Providing consultancy on the adequate deployment, configuration and use of the Software;
- d) Use the Software or screenshots of it in demonstrations, presentations, trade shows, publications or similar audience targeted events or artefacts to promote its widespread use;
- e) Perform any other activity that has the potential to promote the widespread use of the Software.

2.2. Licensee shall not itself nor allow any third party to:

- a) Use the Software to create and transmit false information;
- b) Unless otherwise expressly permitted herein, use the Software through a server or a network, including but not limited use the Software (i) either directly or through commands, data or instructions from or to another computer or (ii) for internal network, internet or web hosting services; more particularly, provide or offer the Software over a network (including Internet) to other parties that are, under the terms of the present Agreement, obliged to install the Software on a different computer and to comply with the requirements and undertakings of the present Agreement.
- c) Derive profits from the Software by including, modifying or interfacing the Software, particularly in relation to other software, electronic files or data processing equipment and more particularly by implementing a synchronous interface to the Software;
- d) Derive profits from the Use of the Software not being authorised by the present Agreement. For the avoidance of doubt, Licensee shall contact Licensor to obtain its approval regarding its Use of the Software where said Use is not authorised according to article 2.1. above or according to an other part of this Agreement;
- e) Rent, lease, sublicense, assign, transfer or grant any kind of rights regarding the Software or any portions thereof in any form to any third party, without Licensor's prior written consent;
- f) Modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy the Software or any part of the Software, except otherwise allowed by law or with the prior written consent of Licensor;
- g) Remove or alter any Software identification, proprietary notices, labels or trademarks which appear on or in the Software;
- h) Disclose the results of any benchmark test on the Software to any third party without Licensor's prior written consent;

- i) Use the back-up and archival copy (or allow anyone else to use such copy) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective;
- j) Provide electronic files, including back-up files, archive files or copy of the Software provided by the Licensor to third parties.

Licensor shall have no obligation for installation, support and maintenance of the Software.

3. OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS AND LICENSE

- a) The Software is not sold to Licensee who shall not acquire any right, title or interest (including without limitation copyright or other right in the nature of copyright or any other intellectual property right whatsoever) in the Software, which shall remain the exclusive property of the Licensor.
- b) Any copy or partial copy of the Software shall be owned by Licensor subject to the license rights granted to Licensee and shall be considered as being regulated by this agreement.
- c) Licensee's rights to use the Software are specified in this Agreement and Licensor retains all rights not expressly granted to Licensee in this Agreement. No right or license under any patent application, issued patent, know-how or other proprietary information is granted or shall be granted by implication.
- d) The Software is intellectual property of Licensor protected as such by national copyright laws, international treaty provisions, and applicable laws of the country in which it is being used.
- e) Trademarks, logos and trade names quoted on or in the Software are the properties of their respective owners. Any reproduction of the Software is only granted on the absolute condition that it contains all the legal specifications of the Software property.
- f) The structure, the organisation, the performances of the Software and any information clearly identified as confidential by Licensor, are valuable trade secrets and confidential information of Licensor. The Licensee agrees to hold these trade secrets in confidence.

5. DISCLAIMER ON WARRANTY & LIMITATION OF LIABILITY

- a) Licensor has used its best efforts to ensure that the Software will operate correctly. The Software is however provided "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranty against infringement of third parties property rights, of merchantability and fitness for a particular purpose. Unless otherwise expressly agreed upon between the Parties, Licensor provides no technical support, warranties or remedies for the Software.
- b) The entire risk as to the use, quality and performance of the Software is with the Licensee. In no event, Licensor will be liable for any incidental, consequential, direct or indirect damages including but not limited to the loss of data, lost profits, or any other financial loss arising from the use of, or inability to use the Software, even if Licensor has been notified of the possibility of such damages. Licensor's aggregate liability and that of its suppliers under or in connection with this Agreement shall be limited to the amount paid for the Software, if any.

6. DURATION & TERMINATION

- a) This license is effective from the date Licensee receives the Software. Each party may terminate this license at any time without cause upon written notice.

- b) This Agreement and the license shall automatically terminate with immediate effect if Licensee is in breach of this Agreement. The termination shall not prevent Licensor from claiming any further damages. Upon termination for any reason, the Licensee shall destroy or return the Software to Licensor, any copy made - partial or whole - in its possession. Upon termination for any reason and subject to a written request from Licensor, Licensee shall certify by means of a written document duly signed by a legal representative that the provisions of the present Article have been respected and this within a time limit of fifteen (15) calendar days as from the date of the request.
- c) The termination shall not relieve the Licensee from its liability to respect all the obligations claimable before the termination date. In particular the Disclaimer on Warranty and the Indemnification and Limitations of Liabilities (Article 5) shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to Use the Software after termination of this Agreement.

7. SUPPORT - HELPLINE

Licensor may set up a support helpline dedicated to the Software solely. Any request for support and advice concerning the regulatory framework and/or any other requirement under a specific national, regional or international law shall be addressed to the helpdesk/info centre in charge of that particular legislation. The Licensor retains the right to impose other reasonable conditions and to request a reasonable fee before providing such information. Any such information supplied by Licensor may only be used by Licensee for the purpose of using the Software and may not be disclosed to any third party or used for other purposes, in particular to create any software which is substantially similar to the expression of the Software.

If Licensee uses the support helpline, Licensor is only responsible for providing the requested information within a reasonable time frame, taking into account the complexity of the question and/or of the information requested by Licensee.

Licensor is obligated to render the requested service after:

- a) it has received from Licensee the information required
- b) payment of the respective charge, if any.

All the actions taken by Licensor will be performed according to the information delivered by Licensee. To such effect, Licensor will not accept any responsibility if such information contains errors or omissions. Licensee is absolutely responsible for the data delivered in any Request for Information.

8. DATA PROTECTION

- a) Licensee is informed that its personal data may be used by Licensor and automatically processed. The identifying data that Licensee may submit (the Data) will be treated in accordance with Regulation (EC) N°45/2001 on "protection of individuals with regard to the processing of personal data by the Community Institutions", applicable to Licensor.
- b) It may occur that Licensee is requested to provide certain Data such as name, mailing address, e-mail address and other data such as country, area as well as any other information requested via a specific form. The Data will not be communicated to non-authorised third parties and will only be collected to allow Licensee the use of the Software and for the establishment of statistics or trends. The Data will not be used for any other purposes than those indicated and will not be kept in Licensor's systems beyond the necessary timeframe to achieve this goal. Licensor will take all possible measures in order to secure the Data. However, Licensor cannot eliminate all the risks related to the use of the

Internet. Thus, at the time of submitting the Data, Licensee must be aware that other users of the Internet can possibly manage to visualise the Data.

- c) In accordance with data protection law, Licensee is allowed to access, modify or to oppose any processing of the Data. To use that right, Licensee may contact Licensor by e-mail at the following e-mail addresses: dataprotectionofficer@efsa.europa.eu

9. ENTRY IN FORCE AND APPLICABLE LAW

- a) This agreement shall start on acceptance of the present Agreement by Licensee when downloading the Software. Licensee's affirmative act of downloading the Software constitutes its electronic signature to the present Agreement and its consent to enter into agreements with Licensor electronically.
- b) This Agreement shall be governed by the law of the European Union and, where necessary, by the substantive law of Italy.
- c) Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled by mutual agreement between the Parties. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing. In that case, each Party may initiate proceedings before the competent Court of Parma.

10. FINAL PROVISIONS

- a) Licensee shall not directly or indirectly transfer the Software to any country to which such transfer would be prohibited by any applicable export control laws.
- b) Licensor reserves the right to modify the present Agreement at any time, on a general or individual basis, by publishing the revised PERSAM End User Licence Agreement on the Licensor Website or by otherwise notifying Licensee of the revised PERSAM End User Licence Agreement.
- c) If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in full force and effect.
- d) The waiver by Licensor of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.
- e) The headings given sections of this Agreement are solely for convenience or reference, and shall not be construed as having any bearing upon the interpretation or meaning of the provisions of this Agreement.