

Order Form

Licence Agreement Details

The Licensee	Università degli Studi di Ferrara
The Licensor	Neurosurgical Atlas, Inc.
Product (please define if this is subscription or perpetual access):	Neurosurgical Atlas Subscription https://www.neurosurgicalatlas.com/
Contract Term:	Start: November 01, 2023 End: October 31, 2024
Number of Concurrent Users:	Unlimited
FTE No. for price definition	Academic Tier 3 – 20 fte
Subscription Fee:	\$4,346 USD

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1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

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"**Content**" means information, communications, software, photos, video, graphics, music, sounds, and other material and services accessible on Licensor's Site.

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"**Licensee**" has the meaning set forth in the preamble.

"**Licensor**" has the meaning set forth in the preamble.

On Paragraph 13, clauses b and c have been removed upon customer request on Oct 24, 2023 (note by Barbara Valcelli, Sales Rep.)

"**Order Form**" means the order form filled out and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee's purchase of the license for the Content granted under this Agreement.

"**Perpetual License**" has the meaning set forth in Section 8.

"**Perpetual License Fee**" has the meaning set forth in Section 8.

"**Perpetual License Materials**" has the meaning set forth in Section 8.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Site**" means the website located at

"**Access Fees**" means the access fees, including all taxes thereon, paid or required to be paid by Licensee for access to the Site for the license granted under this Agreement and set forth on the Order Form.

"**Term**" has the meaning set forth in Section 13.

"**Third Party**" means any Person other than Licensee or Licensor.

"**Third Party Materials**" has the meaning set forth in Section 3.

"**Update**" has the meaning set forth in Section 7.

2. License Grant and Scope. Subject to and conditioned upon Licensee's payment of the Access Fees and Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through its Authorized Users, the Content, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Agreement. This license grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:

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- (i) will be the exclusive property of the Licensor;
- (ii) will be subject to the terms and conditions of this Agreement; and
- (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

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3. Third-Party Materials. The Content may include software, content, links, data, or other materials, including related documentation, that are owned and/or copyrighted by Persons other than Licensor and that are provided to Licensee on separate license terms ("**Third Party Materials**"). Licensee agrees that Licensor is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Licensor does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. Any unauthorized use of the Third Party Materials may violate copyrights for which Licensee may be liable. Licensee agrees to indemnify and hold Licensor harmless from any claims arising from any unauthorized use of the Third Party Materials, including any alleged copyright violations.

4. Use Restrictions. Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

- (a) use (including make any copies of) the Content beyond the scope of the license granted under Section 2;
- (b) provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Content;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Content or any part thereof;
- (d) combine the Content or any part thereof with, or incorporate the Content or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of any of the Content or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Content, including any copy thereof;
- (g) except as expressly set forth in Section 2(a), copy the Content, in whole or in part;
- (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Content, or any features or functionality of the Content, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (i) use the Content in violation of any law, regulation, or rule; or

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(j) use the Content for purposes of competitive analysis of the Content, the development of a competing product or service, or any other purpose that is to the Licensor's commercial disadvantage.

5. Responsibility for Use of Software. Licensee is responsible and liable for all uses of the Content through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Content by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Content, whether such access or use is permitted by or in violation of this Agreement.

6. Compliance Measures.

(a) On an annual basis, and otherwise on Licensor's written request, Licensee shall conduct a review of its and its Authorized Users use of the Content and certify to Licensor in a written instrument signed by an officer of Licensee that it is in full compliance with this Agreement or, if Licensee discovers any noncompliance:

(i) Licensee shall immediately remedy such noncompliance and provide Licensor with written notice thereof. Licensee shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such noncompliance.

7. Updates. Licensor may from time to time in its sole discretion develop and provide Content updates which may include upgrades, bug fixes, patches, other error correction, and/or new features (“**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. Licensee agrees that Licensor has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Licensee further agrees that all Updates will be deemed Content, all subject to the terms and conditions of this Agreement.

8. Perpetual License. THIS SECTION 8 SHALL ONLY APPLY IF LICENSEE PURCHASES A PERPETUAL LICENSE OF THE CONTENT AS SHOWN ON THE ORDER FORM. IF LICENSEE DOES NOT PURCHASE A PERPETUAL LICENSE AS SHOWN ON THE ORDER FORM, NO PERPETUAL LICENSE IS GRANTED, AND THIS SECTION 8 SHALL BE NULL AND VOID.

(a) Licensor hereby grants to Licensee, and its Authorized Users, a non-exclusive royalty-free perpetual license (“**Perpetual License**”) limited to only the materials listed on Exhibit A, attached hereto (“**Perpetual License Materials**”).

(b) Licensee must pay the perpetual license fee, which shall include the Perpetual License and initial access to the Site as described on the Order Form (“**Perpetual License Fee**”) to be granted the Perpetual License.

(c) Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. This Section 8 and the Perpetual License shall survive the termination of this Agreement. The means by which

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Licensee shall have access to such Perpetual License Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

(d) Licensors may only terminate this Perpetual License if Licensee, or its Authorized Users breach the provisions of Section 4 and allow unauthorized use of the Perpetual License Materials. Upon such termination of the Perpetual License, Licensee shall cease using and shall destroy all copies of the Perpetual License Materials.

9. Collection and Use of Information. You acknowledge that when you download, install, or use the Content, Licensor may use automatic means (including, for example, cookies and web beacons) to collect information about your device accessing the Content and about your use of the Content. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Content or certain of its features or functionality. All information we collect through or in connection with this Content is subject to our Privacy Policy located on our website. By downloading, installing, using, and providing information in connection with the Content, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

10. Use of Site. Subject to our Privacy Policy, any communication or material that you transmit to this Site or to Licensor, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant Licensor and Licensor's designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

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- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed;
- (c) information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and

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(f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

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Designated Agent for Claimed Infringement.

Dr. Aaron Cohen-Gadol

Email: cohen@nsatlas.com

Phone: 317-362-8760

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12. Payment. All Access Fees and Perpetual License Fees are payable in advance in the manner set forth in the Order Form and are non-refundable.

13. Term and Termination.

(a) This Agreement and the license granted hereunder shall continue in effect for the period set forth on the Order Form. (the “**Term**”).

~~(b) This Agreement shall automatically renew at the end of the current Term unless either party terminates this Agreement in accordance with its provisions.~~

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~~(c) Licensee may terminate this Agreement by following the procedures outlined in the Cancellation Policy located on the Site.~~

(d) Licensor may terminate this Agreement, effective upon written notice to Licensee, if Licensee breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after Licensor provides written notice thereof.

(e) Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(f) Upon termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy any copies of the Content. No termination shall affect Licensee's obligation to pay all Access Fees that may have become due before such termination, or entitle Licensee to any refund, in each case.

(g) Notwithstanding the foregoing, the termination of this Agreement shall not terminate the Perpetual License, and Licensee shall have no obligation to cease using and destroy any copies of the Perpetual License Materials unless the terms of Section 8(d) are satisfied.

14. Conduct on Site. Your use of the Site is subject to all applicable laws and regulations, including proper, respectful online behavior commonly known as netiquette, and you are solely responsible for the contents of your communications through the Site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this Site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

(a) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;

(b) victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

(c) infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

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(d) constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

(e) contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

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15. Warranty Disclaimer

ALL CONTENT IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO

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THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT (A) THE CONTENT WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT WILL BE EFFECTIVE, ACCURATE, OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. THE CONTENT AT THIS SITE MAY BE OUT OF DATE AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT

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(a) The surgical and medical advices discussed in the Content are those of the participating surgeons and may not be applicable to your patients. These pieces of advice do not replace comprehensive assessment of your patients or the important discussion of the benefits and risks of intervention among the patients, their families and caretakers. The surgeons have provided their advice based on their circumstances, their experiences, skillset, and ethical standards. The lessons and recommendations provided in the Content should be considered as general principles. Licensor, its authors and partners are not responsible in any way should you decide to follow any of their advice.

(b) The Content, such as text, graphics, images, and other materials are for informational purposes only and are not intended to be a substitute for professional medical advice, diagnosis, or treatment. The medical information and content shown and discussed in the Content are those of the participating surgeons based upon specific circumstances, experiences, skillsets, and ethical standards and may not be applicable to other persons or similar types of patients. Said information does not replace comprehensive assessment and discussion of the benefits and risks of any type of intervention among medical professionals, patients, their families, and caretakers. The information provided in the Content is intended to help to keep neurosurgeons aware of current procedures to improve patients' safety and surgical outcomes. Licensor and its affiliates are not responsible in any way should you decide to follow any information in the Content. Licensor does not provide medical advice, diagnosis, or treatment.

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17. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

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(a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE CONTENT, LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE CONTENT THAT IS THE SUBJECT OF THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 17(a) AND SECTION 17(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

18. Export Regulation. The Content may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Content to, or make the Content accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Content available outside the US.

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20. Miscellaneous.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in Marion County, Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

(c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 20(c)).

(d) This Agreement, together with any exhibits attached hereto and the Order Form, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 20(e) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or

performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order Form referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

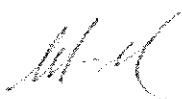
(j) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this End User License Agreement to be executed as of the _____ day of _____, 20__.

Licensor

Neurosurgical Atlas, Inc.

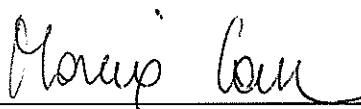


By: Andrea Eastman-Mullins

Its: Executive Director

Licensee

Università degli Studi di Ferrara



By: Marina Contarini

Its: **Università degli Studi di Ferrara**

Date: **Ripartizione Biblioteche
La Coordinatrice**

02 NOV. 2023

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