

**NON-TRANSFERABLE AND NON-EXCLUSIVE LICENSE AGREEMENT
FOR SOFTWARE UTILIZATION**

Thank you for choosing NEPTUNUS WEF TOOL 1.0: A water-energy-seafood nexus labelling tool! The main objective of this tool is the environmental assessment of the seafood sector supply chain using Water – Energy – Seafood Nexus methodology under a Life Cycle Assessment (LCA) approach. The software has the Registration Number TXu 2-392-354 under The United States Copyright Office.

NEPTUNUS WEF 1.0: A water – energy – seafood nexus labelling tool, (hereinafter “the Software”), has been developed within the framework of NEPTUNUS Project (EAPA_576/2018) financed by the Interreg Atlantic Area, by Bilal Erradhouni, Ana Claudia Relvas Vieira Dias, Paula Sofia Gil Neto Quinteiro, Antonio Marques, Cheila Pereira Almeida, Eduardo Entrena Barbero, Maria Teresa Moreira, Gumersindo Feijoo Costa, Andrew Paul Morse, Jara Laso Cortabitarte, María Margallo Blanco, Philippe Loubet Sounet, Rubén Aldaco García, Eoghan Clifford, Alex Hing Leung Wang, Davido Alfonso Alonso Baptista de Sousa, Diego Mendez Paz, Eduardo Rodriguez Fernandez-Arroyo, Maria Gallego Fernandez, and Pedro Villanueva Rey (hereinafter, “the authors”). The Software belongs to the following institutions: Universidade de Santiago de Compostela, Fundación Centro Tecnológico de Eficiencia y Sostenibilidad Eergética Universidade de Aveiro, Instituto Portugues do Mar e da Atmosfera, Université de Bourdeaux, University of Liverpool, National University of Galway, Asociación Nacional de Fabricantes de Conservas y Mariscos – ANFACO CECOPESCA and VertigoLab. (hereinafter “the Consortium”).

This is a license agreement between you and the University of Cantabria (hereinafter the UC) on behalf of the Consortium. Whereas the UC, by means of its Research and Development Group of “Desarrollo de Procesos Químicos y Control de Contaminantes (DePRO)” integrated in the DEPARTAMENTO DE INGENIERÍAS QUÍMICA Y MOLECULAR (hereinafter the DEPARTMENT), has developed and is the co-owner of the Software.

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UC and you are hereinafter individually referred to as the “Party”, and collectively as the “Parties”.

OVERVIEW

1. **DEFINITIONS**

- 1.1 Software: shall mean the downloaded computer program “NEPTUNUS WEF 1.0: A water – energy – seafood nexus labelling tool”
- 1.2 License: shall mean the non-exclusive and non-transferable license to use the Software.

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You provide feedback on the Software’s ability to work effectively for the purpose of further R&D of the Software.

2. **RESTRICTIONS.** You may not (i) sell, rent, lease or sublicense rights in the Software or (ii) remove, alter or obliterate any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. You shall ensure that its employees and/or consultants comply with all the terms and conditions of this license and

shall be liable for breaches thereof.

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It is not permitted to transfer and or modified the Software, under the terms of this license.

3. **TERMINATION.** The UC may terminate this Agreement if you breach any of the terms and conditions recited herein. All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, indemnity or ownership shall survive termination. This Agreement shall also be terminated by mutual Agreement between the Parties.
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5. **WARRANTY.** The UC makes no representations or warranties of any kind concerning the Software, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose.
6. **LIABILITY.** The results obtained from the Software are indicative only. To obtain the official ecolabel of the NEPTUNUS Project you must follow the steps summarized in the user's guide (available in the Results section of the Neptunus website <https://neptunus-project.eu/results/>). In no event shall the UC be liable for incidental or consequential damages of any kind, including economic damages or injury to property and loss of profit, regardless of whether the UC is advised, has another reason to know, or does in fact know of the possibility of the foregoing.
7. **INDEMNIFICATION.** You shall indemnify, defend, and hold the UC harmless against any liability, damage, loss, or expense incurred by or imposed upon any of the Indemnities in connection with any claims, suits, actions, demands or judgments arising out of any theory of liability concerning any product, process, or service that is made, used, sold, imposed, or performed pursuant to any right or license granted under this Agreement, including without limitation those arising on account of LICENSEES's use of the Software.
8. **PUBLICATIONS.** In the event that you want to publish, partially or totally, the results from the Software, in any manner related to the Software, you must indicate the name of the project, "NEPTUNUS PROJECT: Water – Energy – Seafood Nexus: Eco-innovation and Circular Economy Strategies in the Atlantic Area (EAPA_576/2018), the financing programme, Interreg Atlantic Area, the name of the Software, NEPTUNUS WEF 1.0: A water – energy – seafood nexus labelling tool and the registration code TXu 2-392-354.
9. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed according to Spanish law. Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be resolve amicably between the Parties.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within (60) days of the beginning of the amicably resolution, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of (60) days, either Party fails to participate or to continue to participate in the amicably resolution, the dispute, controversy or claim shall, upon the

filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Santander (Cantabria, Spain). The language to be used in the arbitral proceedings shall be Spanish.

10. **NOTICE.** Any communication, advice, request, consent, notice or instruction to be given under this Agreement shall be made in writing and sent by fax with a confirmation copy posted in a letter or forwarded by first class prepaid post (registered or recorded delivery) to you and shall be deemed to have been given on the date of the fax or on the day following the day on which the notice was posted. The other Party shall be notified of any change or modification.

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