

SEAMCAT™
SOFTWARE LICENSE
AGREEMENT

1 Preamble

- 1.1 SEAMCAT™ is a software made publicly available free-of-charge by the European Communications Office (ECO) (the Software) subject to the terms and conditions set out in this SEAMCAT™ Software License Agreement (the Agreement).
- 1.2 The purpose and functionality of the Software is the statistical analysis and assessment of interference between various wireless- and/or radio communications systems. The Software has been developed within the framework of CEPT through a joint effort of several Telecommunications Administrations of CEPT countries, co-operating industry partners and ECO. The Software is maintained and made publicly available by ECO in both executable version and in source code form for download by the Users.
- 1.3 The User enters this Agreement with ECO and accepts being bound by the terms and conditions of this Agreement by downloading, accessing, using or otherwise exploiting the Software. Where the User does not accept this, the User is not entitled to download, access, use or otherwise exploit the Software subject to the terms and conditions of this Agreement.
- 1.4 The purpose of this Agreement is to set out the terms and conditions of the User's license (right of use) in the Software and the User's right to make Modifications of the Software, including for the benefit of the wider community of users of the Software, which ECO may choose to approve and utilize wholly or partly for a new upgraded official version of the Software as further detailed in this Agreement.
- 1.5 By utilizing the Software, the User is committed to making all appropriate efforts in overall promotion of the Software as a reliable tool for interference analysis and assessment.

2 Definitions

- 2.1 "**Agreement**" shall mean this SEAMCAT™ Software License Agreement.
- 2.2 "**CEPT**" shall mean the European Conference of Postal and Telecommunications Administrations. CEPT brings together the postal and telecommunications regulatory authorities of European countries.
- 2.3 "**ECO**" shall mean the European Communications Office (ECO), Nyropsgade 37, 1602 Copenhagen, Denmark. ECO is a permanent office providing advice and support to CEPT to help CEPT to develop and deliver its policies and decisions in an effective and transparent manner.
- 2.4 "**Intellectual Property Rights**" shall mean any intellectual property right (registered or unregistered), including but not limited to copyrights, design rights, trademarks, patents, utility model rights, catalog rights, database rights, sui generis rights, domain rights, inventions, slogans, trade secrets, confidential information, goodwill, know-how, and similar rights, as well as applications for and the right to apply for such rights in any country or jurisdiction in the world.
- 2.5 "**Modifications**" or "**Modified**" shall mean as set out in clause 3.3.
- 2.6 "**Plugins**" shall mean Modifications in the form of additional modules, extensions and/or plugins to the Software, which are dependent on the Software to run and can be loaded into the Software and used in simulations, and which may be saved by the User in workspaces and exported and distributed to other users via workspaces.
- 2.7 "**Software**" shall mean the SEAMCAT™ software made publicly available free-of-charge by the European Communications Office (ECO) pursuant to the terms and conditions set out in this Agreement.

- 2.8 “**User**” shall mean the person or legal entity downloading, accessing, using or otherwise exploiting the Software subject to this Agreement.
- 2.9 “**Work Results**” shall mean documents containing results of interference analysis studies done by the Software, including results exported or generated from the Software (such as graphs), final or intermediate results.

3 License and grant of use rights

- 3.1 **Right of use.** ECO hereby grants the User a perpetual and non-exclusive right to use the Software and Modifications as further set out in this clause 3. The User shall not commercialize or sell the Software or Modifications to third parties in any way and may only share and distribute Modifications in a non-commercial manner subject to the conditions in clause 3.3.
- 3.2 **Work Results and publication.** ECO grants the User a perpetual and non-exclusive right to Work Results, including the right to use, copy, reproduce, make available to the public, publicly perform, publicly display, publicly exhibit, and communicate Work Results to the public. The User shall when publishing Work Results inform in the publication, documentation, studies, results etc. that the Work Results have been produced with the Software. Clause 3.3 d) shall additionally apply in relation to Work Results based on Modifications of the Software.
- 3.3 **Modifications and derivatives of the Software.** The User shall have the right to modify, change and/or make derivatives (including but not limited to Plugins) of the Software, including the executable/source code hereof (hereinafter “**Modifications**” or “**Modified**”), subject to clause 3.1 and the following conditions:
- a) **Right to distribute Modifications.** The User shall have the right to share and distribute Modifications with other users for the benefit of the wider community of users of the Software, provided that i) the User informs such other users that the Software and Modifications are subject to this Agreement and provides the other users with a copy of this Agreement and ii) the User complies with this clause 3.3 in relation to Modifications.
 - b) **Notice requirements.** The Modifications, including the Modified source code and the executable Modified Software when executed and running, shall include a clear notice stating i) that it is an unofficial Modified version derived from a particular version of the Software, ii) identification of the author of the Modifications (the User itself), iii) date and time of the Modifications and iv) where the information may be obtained on the particular Modifications made;
 - c) **Liability and indemnification.** The User shall be liable and responsible for its Modifications (including but not limited to the reliability of results obtainable from calculations based on the Modified Software) and shall compensate, defend and indemnify ECO from and against any third party claims, damages and losses resulting from the User’s Modifications;
 - d) **Notice on inefficiencies or defects.** If the User notices any inefficiency or defects in the original Software, the User shall inform ECO without undue delay;
 - e) **Work Results based on Modifications.** The User may publish its Work Results based on Modifications of the Software, provided that i) the User is only credited for the specific parts created by the User (such as additions to the original Software algorithms, functionality and design), ii) the User makes a clear notice stating if the Work Results are derived from on an unofficial Modified version of the Software and iii) the User provides clear identifications of what was Modified in the Software algorithm by the User to obtain the given results included;
 - f) **Acceptance of Modified Software versions by ECO.** The User may choose to share Modified versions of the Software (executable/source code) with ECO, including related material and documentation describing precisely which changes have been made and how such may benefit the wider community of users of the Software. Modifications which have been shared and distributed by the User to other users

subject to clause 3.3 a) shall also be deemed shared with ECO for the purpose of this clause 3.3 f) to the extent ECO comes into possession of such Modifications (e.g. due to the User making such Modifications generally available and accessible for other users or due to redistribution by other users to ECO). Subject to ECO's review and evaluation of the Modified Software, ECO may in its own discretion decide to use, exploit and/or incorporate the Modified Software wholly or partly for the purpose of a new upgraded official version of the Software based on the Modifications to be published and distributed by ECO.

3.4 Intellectual Property Rights in the Software and Modifications of the Software are regulated in clause 4 below.

4 Intellectual Property Rights

- 4.1 ECO and/or its licensors are proprietors of any and all proprietary- and Intellectual Property Rights in and to the Software and related material, including but not limited to source code, object code, executables, documentation or other material. This Agreement does not entail any assignment of Intellectual Property Rights to the User who is only granted a right of use to the Software and Modifications, cf. clause 3.1.
- 4.2 If the User shares Modified versions of the Software (executable/source code) including related material and documentation with ECO, cf. clause 3.3 litra f, the User hereby completely, irrevocably, exclusively and without geographical limitations assigns to ECO all proprietary- and Intellectual Property Rights in and to the Modified Software and related material, including but not limited to source code, object code, executables, documentation or other material. The assignment is final and applies without restrictions of any kind. ECO is entitled to use and exploit in any way possible its proprietary- and Intellectual Property Rights in and to the Software and Modifications of the Software, including but not limited to copy, reproduce, modify, prepare derivative works of, further develop (including with the assistance of a third party), make available to the public, communicate to the public, publicly perform, publicly exhibit, commercialize, sell, distribute, license and reassign the rights assigned, and any subsequent assignees will be entitled to reassign the rights, etc.
- 4.3 The User cannot claim any Intellectual Property Rights in the Software, Modifications and/or related materials, cf. clause 3.1, 3.3 litra a and f and clause 4.2, and shall in no circumstances challenge ECO's Intellectual Property Rights in the Software, Modifications and/or related materials.

5 Termination

- 5.1 ECO may terminate this Agreement and revoke the User's Software license with immediate effect upon the User's material breach of this Agreement, including but not limited to in case of any misuse of the Software or Modifications hereof.

6 No warranty and disclaimer of liability

- 6.1 Although the original developers of the Software and ECO have used their best endeavors to ensure appropriate performance of the Software, the User acknowledge that the Software may not be error free or free from defects.
- 6.2 The Software is distributed free of charge and is made available by ECO "as is" without express or implied warranty of any kind, including but not limited to fitness for a particular purpose and non-infringement. The entire risk as to the use, quality and performance of the Software lies with the User.
- 6.3 In no event shall ECO, CEPT and/or original developers of the Software be liable for any direct or indirect losses, damages and/or claims, whether in action of contract, tort or otherwise, arising out of or in connection with the Software or the use hereof, including but not limited to consequential damages or losses, operating losses, loss due to business interruptions, loss of data, loss of profit, loss of revenue, loss of goodwill or loss of savings or other losses.
- 6.4 ECO, CEPT and/or original developers' liability shall be limited to the maximum extent permitted by applicable law.

7 Governing law and venue

- 7.1 The Agreement shall be governed, construed and enforced in accordance with the laws of Denmark without regard to its rules on conflict of law.
- 7.2 The parties will attempt to settle any disputes between them that may arise by negotiation in good faith.
- 7.3 Any dispute arising from this Agreement which is not resolved by negotiation must be settled by The Danish Maritime and Commercial High Court (*in Danish: Sø- og Handelsretten*). Should a dispute not be within the authority of The Danish Maritime and Commercial High Court, the dispute must be settled by the ordinary courts of Denmark.