



End User Licence Agreement (EULA)

EMM OSINT Suite

By signing the present agreement the licensee, end user of the software mentioned below, accepts to be bound by the following terms & conditions:

The European Union "the EU" is the owner of the copyright and other intellectual and industrial property rights, trade secrets, and know-how related to the Software over which it has the power of disposal regardless geographical or other limitations. The Joint Research Centre of the European Commission has developed an automatic informatics tool, Open Source Intelligence Suite called EMM OSINT Suite (hereinafter referred to as "the Software") for finding, acquiring and analysis of data from open sources available on the Internet (World Wide Web).

The Licensee as an end user undertakes to use the computer programme only for its own internal & non-commercial purposes.

1. DEFINITIONS

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

"*Effective Date*" means the date of signature by the Licensee.

"*Know-how*" means all the technical information, knowledge and expertise which the EU owns and administers on the Effective Date of this agreement that have been transmitted to Licensee in any format and by any means.

"*Licence*" means the rights of using the Software granted by the EU to the Licensee in accordance with the present agreement.

"*Software*" means any series of instructions constituting a computer-executable program or programs as well as any modification or updated versions of the computer software. The Software means also all of the contents of the files (provided either by electronic download, on physical media or any other method of distribution), disk(s), CD-ROM(s) or other media being object of this agreement.

"*Software Package*" means the Software and any support materials licensed by the EU and any developments on it done by the EU, including but not limited to manuals, flow charts and specifications relating to the Software as well, as described in Annex 1

"*Trade secrets*" means all confidential and sensitive information of the EU transmitted to Licensee in any format and by any means in the course of this agreement.

"*Use*" or "*Used*" in connection with the Software, as defined below, means 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.

2. SUBJECT OF THE AGREEMENT

The EU grants the Licensee a personal, non-exclusive and royalty-free volume license to Use the Software and Software Package. The Software may include one or more libraries, files or other items, for which the EU grants the Licensee a right of use, on the basis of the licenses given by its editors or suppliers.

The Licensee may install and Use the Software within the computer environment of the Licensee, including internal network deployments and/or several separate standalone deployments.

The Licensee may make copies of the Software, solely in machine readable form for back-up and archival purpose, provided that Licensee reproduces on this copy all the proprietary notices which appear on or in the Software and 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.

The Licensee may not rent, lease, sublicense, assign, transfer or grant any kind of rights regarding the Software and Software Package or any portions thereof in any form to any third party.

The Licensee may not 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.

The Licensee may not remove or alter any Software identification, proprietary notices, labels or trademarks which appear on or in the Software and Software Package.

The Licensee may not 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.

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

3. OWNERSHIP AND LICENCE

The Software and Software Package 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 and Software Package, which shall remain the sole property of the EU.

Any copy or partial copy of the Software and Software Package shall be owned by the EU subject to the license rights granted to Licensee and shall be considered as being regulated by this agreement.

Licensee's rights to use the Software and Software Package are specified in this agreement, and the EU 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.

The Software and Software Package is intellectual property of the EU protected as such by national copyright laws, international treaty provisions, and applicable laws of the country in which it is being used. Trademarks, logos and trade names quoted on or in the Software and Software Package are the properties of their respective owners.

The structure, the organization, the performances of the Software and any information clearly identified as confidential by the EU, are valuable trade secrets and confidential information of the EU. The Licensee agrees to hold these trade secrets and the information in confidence.

4. DURATION AND TERMINATION

This license is effective from the date the Licensee receives the Software. Each Party may terminate this agreement at anytime without cause upon serving 6 months' written notice.

The Agreement and the license granted hereunder shall automatically terminate with an immediate effect at the EU sole discretion if the Licensee is in breach of this Agreement. This termination shall not prevent the EU from claiming any further damages. Upon termination for any reason, the Licensee shall destroy or return the Software and Software Package to the EU and any copy made partial or whole in its possession. Upon termination for any reason, the 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 eight (8) calendar days as from the date of termination.

This termination shall not relieve the Licensee from its liability to respect all the obligations claimable before the termination date. In particular the provisions of the obligations relating to the confidentiality of information, know-how and trade secrets regarding the Software and Software Package, the disclaimer of guarantees and warranties and the indemnification and limitations of liabilities shall survive the termination of this agreement, howsoever caused, but this shall not imply or create any continued right to Use the Software and Software Package after termination of this agreement.

5. DELIVERY

The EU shall deliver to the Licensee one copy of the Software and Software Package as defined in Annex 1 at the latest 1 month after the signature of the present Agreement by the Licensee. The delivery itself shall be free of charge.

The licensee may produce as many copies of the Software as required.

6. INTELLECTUAL PROPERTY RIGHTS

The name, the copyright and the intellectual and industrial property rights related to the Software and Software Package are the exclusive property of the EU. The Licensee shall not at any time and under any circumstances use the name and the copyright without prior written permission of the EU. The Licensee undertakes not to file trademark applications in view of protecting the denomination of the software on their own name.

Third-party proprietary software necessary for the functioning of the Software is distributed in bundle with the Software. Such distribution is strictly subject to the terms and conditions set forth in the respective proprietary licences to which the Licensee accepts to be bound.

Should any third party infringe the copyright of the EU or any intellectual or industrial property rights related to the Software and Software Package, the Licensee shall immediately notify to the EU any such infringements and the EU may prosecute by law the infringer or infringers.

7. INDEMNIFICATION

The Licensee shall defend at its own expenses any claim, suit or proceeding brought against the Licensee, insofar as it arises from the Licensee's Use of the Software, and shall indemnify and hold the EU harmless for all claims, damages, costs and expenses awarded to the Licensee or third parties against the EU arising from any such claim, suit or proceeding.

8. GUARANTEES, WARRANTY AND LIMITATIONS OF LIABILITIES

The Software is 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, the EU provides no technical support, warranties or remedies for the Software.

The entire risk as to the Use, quality, and performance of the Software is with the Licensee. Should the Software prove defective, the Licensee, and not the EU, assumes the entire cost of any necessary repair. The EU will not be liable for any incidental, consequential, direct or indirect damages including but not limited to the loss of data, lost of profits, or any other financial loss arising from the Use of, or inability to Use, even if the EU has been notified of the possibility of such damages.

9. CONFIDENTIALITY OBLIGATION

Subject to the secrecy obligation are all materials, drawings, data, articles, items, or others, which the EU has provided to the Licensee and which have been marked as confidential. Verbal explanations regarding the use of the Software also fall under this obligation.

The Licensee is obliged to keep and mark the confidential material and may not pass these on to third parties.

The Licensee guarantees that all its employees, consultants and contractors are bound by a confidentiality agreement covering the above secrecy obligation of the Licensee.

After termination of the present agreement all items submitted hereunder will be returned to the EU and the Licensee agrees to continue to keep the information contained therein confidential. This obligation continues for as long as the technical information, Trade Secrets and Know-How conveyed hereunder have not become accessible to the public.

With respect to the scope of the secrecy obligation the Licensee bears the burden of proof that technical information, Trade Secrets and Know-How received under this agreement have become accessible to the public.

The Licensee agrees to keep confidential all disclosed confidential information and to provide the necessary means to prevent unauthorized disclosure of the materials.

The Licensee shall allow access to the confidential information only for those employees who are obliged to secrecy under employment agreements.

In the case of a violation of the confidentiality obligations of this agreement, the Licensee has the burden of proof that specific information has been known to the public on the agreement date or that such information has been disclosed later with no fault on his part.

The EU agrees to keep confidential all disclosed confidential information of the Licensee and to provide the necessary means to prevent unauthorized disclosure of the confidential information.

10. APPLICABLE LAW AND LEGAL VENUE

This Agreement shall be governed by the law of the European Union complemented, where necessary, by the substantive law of Belgium.

In case of any dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties shall settle it by mutual agreement. 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 General Court of the European Union in Luxembourg.

11. MISCELLANEOUS PROVISIONS

This is the entire agreement between the EU and the Licensee relating to the contents of the Software and supersedes any other communications with respect to the Software.

No change or modification to this Agreement will be valid unless it is in writing and is signed by a duly authorized representative of each Party.

This Agreement cancels all previous agreements and statements, verbal or written, regarding any dealings between the Parties with respect to the subject matter hereof.

If any provision of this Agreement is held to be unenforceable, the remainder of this agreement shall continue in full force and effect.

The waiver by the EU of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

The headings of any 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.

12. ADMINISTRATIVE PROVISIONS

Any communication and correspondence from the Licensee with reference to this Agreement shall be made in writing and addressed to the following addresses:

For administrative questions:

European Commission
Joint Research Centre
Intellectual Property and Technology Transfer
Unit
21, Rue du Champ de Mars
B-1050 Brussels
To the attention of the Head of Unit

For technical questions:

European Commission
Joint Research Centre
Institute for the Protection and the Security of
the Citizen
Global Security and Crisis Management Unit
IPR-26B 01/132
I-21027 ISPRA
To the attention of the Head of Unit

ANNEXES

The following are annexed and shall form integral part of this agreement:

Annex 1: Description of the Software and Software Package

THE PRESENT AGREEMENT CONSISTS OF 7 PAGES. THE LICENSEE HEREBY ACKNOWLEDGES TO HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AS INDICATED ABOVE. BY RETURNING THE DULY SIGNED AGREEMENT TO THE EU, THE LICENSEE ACCEPTS TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

For the Licensee:

Technical Contact Person

Name:

Email:

Telephone:

Signed

Place and Date:

Signature:

Name:

Title/Function:

Organisation (please place stamp here):

Annex 1: Description of the Software and Software package

Version: 1.x, 2.x

Language: English

Functionalities: Internet Search and Download, Information Extraction, Information Analysis

Documentation: Online Help and Quick Start Guide

Programming language: Java

Delivery: Electronic Download

Third-party proprietary software products contained in the Software package:

- Oracle - Java Runtime Environment
- Eclipse Foundation - Eclipse Platform (Eclipse Public License)
- Apache Software Foundation

The list contains the specific libraries needed for the applications mentioned, and a set of general libraries that are re-used for many of the applications.

The software is based on the modular Eclipse Rich Client Platform framework. Therefore, it consists of basic platform plug-ins as well as EMM OSINT Suite proprietary plug-ins defining the actual application specific functions.

EMM OSINT Suite proprietary libraries and plug-ins:

- it.jrc.emmlibs.jar, including: Alert.jar, Dispatcher.jar, EMMUtils.jar, EntityMatcher.jar, HTMLDocs.jar, HTMLLib.jar, LanguageDetector.jar, RSSUtils.jar, Scheduler.jar
- it.jrc.osint.analysis.jar, it.jrc.osint.analysis.ui.jar
- it.jrc.osint.common.jar
- it.jrc.osint.crawler.jar, it.jrc.osint.crawler.ui.jar
- it.jrc.osint.entityfile.jar
- it.jrc.osint.extract.jar, it.jrc.osint.extract.text.jar, it.jrc.osint.extract.ui.jar
- it.jrc.osint grabber.jar
- it.jrc.osint.help.jar (help files and resources)
- it.jrc.osint.index.jar, it.jrc.osint.index.ui.jar
- it.jrc.osint.logging.jar
- it.jrc.osint.objectives.jar
- it.jrc.osint.rcp.jar
- it.jrc.osint.report.jar, it.jrc.osint.report.ui.jar
- it.jrc.osint.scrapers.jar
- it.jrc.osint.search.jar, it.jrc.osint.search.ui.jar
- it.jrc.osint.trail.jar
- it.jrc.osint.ui.jar
- it.jrc.osint.ui.browser.jar
- it.jrc.osint.util.jar, it.jrc.osint.util.ui.jar
- it.jrc.osint.workspace.jar, it.jrc.osint.workspace.ui.jar