

WOLFRAMRESEARCH

Academic Site License Agreement

This Academic Site License Agreement ("Agreement") is made by and between Wolfram Research Europe Ltd., a UK Limited Company ("WR") and Università degli Studi di Padova - Mathematics Department, located in Padova, Italy ("Licensee").

RECITALS

WHEREAS, WR manufactures and licenses computer software and documentation in the form of Products; and WHEREAS, Licensee desires to license certain of WR's Products; and NOW THEREFORE, WR and Licensee agree as follows:

AGREEMENT

1. **Definitions.** For the purpose of this Agreement, the following terms shall have the meanings indicated below. All references to particular Exhibits and Sections refer to the Exhibits and Sections contained in this Agreement.
 - 1.1 **"Affiliated Individual"** is defined as any person who is currently a faculty member, staff member, or student of Licensee.
 - 1.2 **"Agreement"** is defined as this Agreement and all exhibits and addenda hereto which the parties execute contemporaneously with this Agreement or in the future.
 - 1.3 **"Effective Date"** is defined as the date this Agreement takes effect, as specified in Exhibit A; or if no date is specified in Exhibit A, the Effective Date is the date WR signs the Agreement.
 - 1.4 **"Eligible Computer"** is defined as a computer that is: (i) owned or leased by Licensee; and (ii) normally located in a Licensee-owned facility.
 - 1.5 **"Intellectual Property Rights"** is defined as the legal rights or interests in: (i) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, and trade secrets; (ii) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights recognized by law; and (iii) any trademark and other similar rights, all on a worldwide basis.
 - 1.6 **"Payment"** is defined as the delivery of cash, check, money order, or Purchase Order on WR's approved credit, to WR.
 - 1.7 **"Products"** is defined as the software packages specified in Exhibit A, including: (i) machine-readable program code in any form; (ii) the applicable Product License Agreement; and (iii) all instructional texts, manuals, and other materials associated with the software.
 - 1.8 **"Product License Agreement"** is defined as the terms and conditions governing the use of a Product and included with the Products, as supplemented by the terms and conditions of this Agreement. Copies of the Product License Agreements applicable to this Agreement are attached hereto. WR is entitled to alter any Product License Agreement at its sole discretion; however, any alteration to a Product License Agreement will apply only to Products received by Licensee after the effective date of the alteration.
 - 1.9 **"Technical Support Contact"** is defined as the individual(s) designated by Licensee as eligible to contact WR for technical support.
 - 1.10 **"Term"** is defined as the duration of this Agreement, as specified in Exhibit A.
2. **License and Payments.**
 - 2.1 **License.** Licensee is hereby granted a non-transferable license to authorize Affiliated Individuals to use or access Products obtained under this Agreement, from Eligible Computers only, solely for the use or support of instruction and academic research, subject to the terms and conditions contained in this Agreement and the relevant Product License Agreements. Accessing the software via desktop virtualization or any other such thin client interface is limited to Affiliated Individuals and Eligible Computers, Eligible Faculty Home Use Computers, or Eligible Student Home Use Computers, and such users shall be considered Registered Network Users as defined in the Mathematica License Agreement.
 - 2.2 **Passwords.** Passwords are required to use Products and are issued on a yearly basis upon Payment of the relevant license fee. Under no circumstances will passwords be issued prior to Payment. Licensee further agrees to not disclose, or allow to be disclosed by act or omission, passwords by any means, including but not limited to electronic, written, or verbal communication, to any person other than the intended Affiliated Individual.
 - 2.3 **License Fees/Payments.** The license fees for the Products licensed hereunder are set forth in Exhibit A. Payment for the first year license fee under this Agreement shall be made by Licensee by the Effective Date of this Agreement. Payment of license fees for the remainder of the Term, as set forth in Exhibit A, shall be made annually in advance, no less than thirty (30) days prior to the anniversary of the Effective Date in each calendar year of the Term. Late payments are subject to an interest charge of 1.5% per month or the maximum amount allowed by law, whichever is less. All prices and fees are exclusive of any taxes that may be imposed and do not include shipping charges. Shipping terms are F.O.B. origin.
 - 2.4 **Limitations.** These limitations are intended to support, not replace, the similar limitations contained in the applicable Product License Agreement.
 - 2.4.1 This Agreement does not grant or convey to Licensee any rights in, title to, or interest in the Intellectual Property Rights embodied in or associated with the Products.
 - 2.4.2 Licensee agrees not to loan, rent, or provide access to the Products, for a fee or otherwise, to any party other than Affiliated Individuals for any purpose.
 - 2.4.3 Products may only be installed on Eligible Computers and may only be used by Affiliated Individuals and then solely for use or support of instruction and academic research.
 - 2.4.4 Research laboratories or other similar organizations are not eligible to be included in this license UNLESS their primary mission is the direct teaching of students.
3. **Product Support.**
 - 3.1 **Current Products.** WR will make available to Licensee the most current version of Products.
 - 3.2 **Technical Support Contacts.** WR provides technical support for Products licensed under this Agreement. Technical support is provided exclusively through a limited number of Technical Support Contacts designated by the Licensee. Licensee may designate additional Technical Support Contacts for a fee. The number of Technical Support Contacts included with this Agreement, and the fee for additional contacts, is set forth in Exhibit A.
 - 3.3 **Technical Support Email List.** Licensee agrees to maintain an email list of Affiliated Individuals to be used in the event that a technical support issue needs to be communicated to all end users. If Licensee is unable to maintain such a list, WR shall do so on behalf of Licensee.
4. **Notification of Product Availability.**
 - 4.1 **Email.** Licensee agrees to distribute an email to Affiliated Individuals highlighting the availability and features of the Products within sixty (60) days of the Effective Date of this Agreement. Similar messages shall be sent at least once per twelve (12) month period during the Term of this Agreement. In the event that Licensee does not have the resources to distribute such a message, WR shall do so on behalf of Licensee.
 - 4.2 **Online.** Licensee agrees to post notice of the availability of Products on Licensee's World Wide Web pages, and provide links to an informational page that WR will provide.
 - 4.3 **Physical.** WR will provide signs, posters, and banners to Licensee that highlight the availability and features of Products and/or list contact information for support and details regarding the license governing the use of a Product. Licensee is encouraged to display these materials in public spaces.
 - 4.4 **Identification.** Licensee agrees to allow WR to identify Licensee as a user of Products in promotional and marketing materials.
 - 4.5 **WR Annual Communication.** Licensee agrees to allow WR to send communications once a year to Affiliated Individuals to assess their satisfaction with WR's Products and services and to obtain feedback. Licensee shall provide WR with a list of names and email addresses of all Affiliated Individuals for this purpose. WR agrees to not disclose any part of the list to any third party without Licensee's consent.
5. **Termination.**
 - 5.1 **Termination of Agreement.** This Agreement may be terminated in the event that either party commits a material breach of any of the provisions and conditions of this Agreement, and such breach remains uncured for thirty (30) days after written notice of such breach has been furnished to the breaching party by the non-breaching party. In that case the Agreement terminates thirty (30) days after said notification was issued. If the Agreement is terminated because of a material breach by WR, Licensee shall owe no additional fees. If the Agreement is terminated for any other reason, Licensee shall be liable to WR for the sum of all remaining license fees that would have been due through the end of the Term of the Agreement.
 - 5.2 **Effect of Termination on Product Licenses.** Termination of this Agreement immediately terminates Licensee's right to authorize the use of, and Affiliated Individual's right to use, the Products.

- 5.3 **Surviving Rights and Obligations.** The termination or expiration of this Agreement does not relieve either WR or Licensee of rights and obligations that have previously accrued. Terms herein that by their nature prescribe continuing obligations or rights, including without limitation Sections 5, 6.6, 6.7, and 6.8, shall survive the expiration or termination of this Agreement.
6. **General Provisions.**
- 6.1 **Disclaimer of Warranties.** WR makes no warranties or representations to Licensee or to end users with respect to any Product other than those specifically stated in the relevant Product License Agreement.
- 6.2 **Notice Provisions.** All notices required under this Agreement shall be in writing. Notices must be sent via certified mail to the other party at the address set forth in Exhibit A, or such other address as a party may designate by notice in writing to the other. Notices will be considered received eight (8) days after date of mailing.
- 6.3 **Assignment.** Licensee may not assign or transfer any rights or obligations under this Agreement without prior written approval from WR.
- 6.4 **No Agency or Joint Venture.** Neither party has the authority to make any statement, representation, warranty, or other commitment on behalf of the other. This Agreement does not create any agency, employment, partnership, joint venture, or similar relationship between the parties.
- 6.5 **Waiver.** The failure of either party to require performance of any provision of this Agreement shall not affect the full right to require such performance at any subsequent time, nor shall the waiver of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.
- 6.6 **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, such invalidity shall not affect the validity of the remaining provisions of this Agreement.
- 6.7 **Choice of Law/Choice of Forum.** This Agreement shall be governed by and interpreted in accord with the laws of the State of Illinois, United States. Any action related to this Agreement must be filed in Champaign County, Illinois, United States and Licensee irrevocably agrees to consent to the jurisdiction of the courts therein.
- 6.8 **Electronic Reproduction.** Once executed by either party, a reliable electronic reproduction of this Agreement (e.g. a facsimile, scan, or photocopy) delivered (physically or electronically) to the other party, shall be considered an original for all purposes hereunder.
- 6.9 **Modifications or Amendments.** This Agreement may not be modified or amended unless done in writing, specifically stating the additions or changes, and signed by both parties.
- 6.10 **Purchase Orders.** Purchase orders submitted to WR by Licensee are used solely for administrative purposes. Terms and conditions contained in the purchase orders submitted to WR by Licensee are of no effect even if the purchase orders are signed and returned by WR. Should Licensee internal procedure require that a Purchase Order be required to generate a WR Invoice prior to payment, such Purchase Order shall be issued to WR not less than 30 days prior to the required payment due date as described in Section 2.3.
- 6.11 **Headings.** Section headings used in this Agreement are included merely for the convenience of the parties, and are not to be used in interpreting or enforcing any provision of this Agreement.
- 6.12 **Entire Agreement.** This Agreement contains the entire understanding of the parties, and is the full and final expression of their intent. This Agreement modifies, embodies, or supersedes any and all prior or contemporaneous discussions, proposals, quotes, or agreements.
7. **Language of the License.**
- 7.1 Where WR has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with WR.
- 7.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date indicated below:

Wolfram Research Europe Ltd.

Università degli Studi di Padova - Mathematics Department

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibits:

Exhibit A- Effective Date; Duration of Agreement; Technical Support Contacts; Mailing Addresses; Products and License Fees, and Additional Discounts

Exhibit B- Product License Agreement(s)

Exhibit C- Faculty Home Use Addendum

Exhibit D- Student Home Use Addendum

Mathematica is a registered trademark of Wolfram Research, Inc.

Contract # 5357

February 15, 2013

WOLFRAMRESEARCH

Exhibit A

Academic Site License

Wolfram Research Europe Ltd., a UK Limited Company ("WR") and
Università degli Studi di Padova - Mathematics Department
located in Padova, Italy ("Licensee")
hereby incorporate this Exhibit A into the
Academic Site License Agreement ("Agreement") between them.

- Effective Date.** The Effective Date of the Agreement is: March 31, 2013.
- Duration.** The Duration of the Agreement is: 36 months.
- Technical Support Contacts.** The number of Technical Support Contacts Licensee may designate is . Additional Contacts may be designated at an annual cost of € per contact.
- Student Population.** The current total student population at Licensee is 462. For licenses where the quantity is "unlimited", the license fees are based on student population. In the event that the student population increases by more than ten percent (10%) during the Term of this Agreement, WR may adjust the license fees in proportion to the increase of student population.
- Mailing Addresses.** All notices under this Agreement should be sent to the following addresses:

Wolfram Research Europe Ltd.

Università degli Studi di Padova - Mathematics Department

100 Trade Center Drive

Address: via Trieste, 63

Champaign, IL 61820-7237

City, State, Zip: Padova, 35121

USA

Country: Italy

Attn: Legal Administration

Attn: Prof. Bruno Viscolani

+1-217-398-0700

Phone: 049 8271200

6. **Products and Fees.**

Fees: The annual license fee for the Products listed below is: €10,305.08.

Licensed Products:

QUANTITY	PRODUCT	DISCOUNTED UNIT PRICE	EXTENDED PRICE
UNLIMITED	<i>Mathematica</i> for Eligible Computers and <i>Mathematica</i> for Students for Eligible Student Home Use Computers	€10,305.08	€10,305.08

Additional Benefits:

QUANTITY	BENEFIT	TERMS
UNLIMITED	<i>Faculty Home Use</i>	Subject to terms and conditions in Exhibit C
UNLIMITED	<i>Wolfram Lightweight Grid Manager</i>	
UNLIMITED	<i>Wolfram Workbench</i>	Subject to terms and conditions in Exhibit B
7	<i>webMathematica Amateur</i>	Subject to terms and conditions in Exhibit B

Mathematica platforms include Windows XP/Vista/7 (32-bit, 64-bit), Windows Server 2003/2008 (32-bit,64-bit), Windows Compute Cluster Server 2003 (64-bit), Windows HPC Server 2008 (64-bit), Mac OS X 10.5 and above for Intel (32-bit, 64-bit), and Linux x86 kernel 2.6 or later (32-bit, 64-bit).

- Additional Products and Discounts.** Based on licensed products listed above, Licensee is entitled to a discount of 83% off of the list price on additional eligible products added to this Agreement. Additional products licensed hereunder will last for the duration of the Agreement, regardless of when they are added.
- Miscellaneous.**
 - Prices do not include annual shipping charges .
 - If WR discontinues general support for any platform listed in this Exhibit A, support of that platform will no longer be covered under this Agreement. If general support for new platforms is added by WR, those new platforms will be deemed to be supported under this Agreement.
 - If WR discontinues any product listed in this Exhibit A, that product will no longer be covered under this agreement. Licensee shall be entitled for a pro-rata reimbursement of any prepaid fees for that product only and the remainder of the agreement shall remain in full force and no additional reimbursement rights or termination rights shall apply.
- Authorized Representatives.** For the purpose of this Agreement, the following parties are Authorized Representatives of WR
WREL
Adalta SNC
- Contract Modifications.** Notwithstanding terms to the contrary, the following modifications are hereby incorporated into the Agreement.
 - The following is hereby added to the Agreement: The following licenses will be deactivated at the Commencement of this Agreement, and Licensee agrees to uninstall them immediately: L4601-7198, L4703-5959, L4601-7183, L4705-8543, L4705-8552, L4703-5894, L4703-5964, L4721-7621, L4735-9034, L4758-6042, L4711-4011, L4703-5758, L4721-7610. Starting 30 days prior to the expiration of the Term of this Agreement, and until the expiration of Term, Licensee may "roll out" any number of the listed licenses at the then-current version of Mathematica without Premier Service, at no charge.

IN WITNESS WHEREOF, the parties have executed this Exhibit A as of the date indicated below:

Wolfram Research Europe Ltd.

Università degli Studi di Padova - Mathematics Department

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WOLFRAMRESEARCH

Exhibit B

Product License Agreement(s)

The attached *Mathematica* License Agreement governs the use of *Mathematica* as supplemented by the terms and conditions of the Agreement. Copies of other Product License Agreements applicable to this Agreement are also attached, and contain the terms and conditions governing the use of each Product as supplemented by the terms and conditions of the Agreement.

Wolfram *Mathematica*[®] License Agreement

Acceptance

This is a binding Agreement: read all terms; retain a copy.

The terms and conditions of this License Agreement are subject to change without notice from time to time in our sole discretion. We will notify You of amendments to these terms and conditions by posting them at <http://www.wolfram.com/legal/agreements/wolfram-mathematica.html>.

Carefully read the following terms and conditions before accessing, installing, or using the Software. By clicking "I agree", opening the media container, downloading the Product, or installing/using the Product, You are consenting to be bound by this *Mathematica* License Agreement ("Agreement"). If You are not willing to accept the terms and conditions of this Agreement, You may not access, copy, install, or use the Product—immediately return the entire Product to the source from which it was obtained, and uninstall/remove/destroy any additional copies of the Product.

Definitions

WRI: Wolfram Research, Inc., 100 Trade Center Drive, Champaign, IL 61820-7237, USA.

You/Licensee: The individual or organization obtaining the Product. If You/Licensee agree to these terms on behalf of an organization, You represent to WRI that You are authorized to accept these terms on the organization's behalf.

Software: The *Mathematica* family of computer programs provided by WRI under this Agreement.

Product: All the materials, including the Software, provided by WRI under this Agreement (whether by download or physical storage media), and data accessed on WRI's servers.

Intellectual Property Rights: Any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions, and restorations thereof.

License Certificate: User-specific document specifying Your License Class, Use Class, and number of Processes, and which may include additional use specifications or restrictions.

License Class: Indicates whether the Software is licensed for Single-Machine or Network use. Your License Class is indicated on Your License Certificate.

Use Class: Indicates whether there are restrictions on how the Product may be used. Your Use Class is indicated on Your License Certificate.

Controlling Process: A *Mathematica* kernel or front end that handles input, output, and scheduling for the Computation Processes.

Computation Process: A *Mathematica* kernel that does computations, only accepting input from and returning output to a Controlling Process kernel; or a *Mathematica* front end that only accepts input from and returns output to a Computation Process kernel.

Remote Access to License: Accessing the Software of another computer that is located at the physical site of product registration.

Single-Machine: A Product or a Controlling or Computation Process that can only be reinstalled on another computer by applying a System Transfer.

Network: A Controlling or Computation Process (or Product containing one or more such Processes) that may move to different computers within the licensed network(s) without the need to apply a System Transfer.

Network License Controller (i.e. *MathLM™*): A Single-Machine process that controls policies of usage of Network processes (including the maximum number of concurrent processes).

Registered Network User: A user registered in conjunction with a Network License. The location from which the user regularly accesses and uses the Software must be the same as the physical site at which the License is registered.

System Transfer: Converting a Product to a different configuration (e.g. Single-Machine to Network), platform (e.g. Windows to Linux), or Product.

Ownership

WRI is the sole owner of the Product with the exception of the portions licensed by WRI from third-party owners. WRI is the holder of the Intellectual Property Rights in the Product, including, without limitation, such aspects of the Software as its code, structure, sequence, organization, "look and feel", programming language, and compilations of command names, descriptors, and data. Use of the Product, unless pursuant to the terms of a license granted by WRI or as otherwise authorized by law, is an infringement of Intellectual Property Rights. When publishing academic or research papers for which *Mathematica* was used, the Product should be appropriately cited as a reference and/or described in a methods section. Notwithstanding the obligation to provide acknowledgment stated above, no other right to use the names, marks, or other distinctions of the Product or WRI is granted.

Permitted Uses and Installations

Subject to the terms of this Agreement and Your acceptance thereof, WRI grants You a non-exclusive license to use the Product solely in accordance with the License Class, Processes, and Use Class indicated on Your License Certificate. This Agreement terminates in the event that You receive a license to use an upgraded version of the Product in place of this Product, which upgrade, as well as any other improvement or enhancement, WRI is under no obligation to provide. Should You receive an upgraded version of the Product and desire to continue concurrent use of the older version, this License Agreement and License Certificate shall merge with the upgraded License Agreement and License Certificate such that Your continued use will be allowed under the terms, conditions, and restrictions therein. Your license to use the Product terminates on the license expiration date, if one is indicated, or upon notice of a material breach that is not cured within 30 days of receipt of notice. Provisions of this Agreement that by their nature express ongoing rights or obligations shall survive the expiration or termination of this Agreement. You are also authorized to:

- for a Single-Machine License Class, install and use Software only from a single storage device (e.g. a hard-disk drive);
- for a Network License Class, install and use the Software from storage devices that are located at the physical site of Product Registration and are accessible by the Network License Controller;
- maintain one archival copy of the Software on storage media (such as a DVD);
- undertake a System Transfer only if Your *Mathematica* service level permits the transfer; You contact WRI Customer Service and, at its direction, complete and submit a System Transfer Form; and You pay any license cost difference or applicable transfer fee;
- transfer the Product subject to this Agreement to a different Licensee only if (1) the transferee's use of the Software falls into the same *Mathematica* service level; (2) You contact WRI Customer Service to convey relevant information and certify that You have destroyed or given to the transferee all copies of the Software and other elements of the Product in Your possession; (3) You pay any license cost difference or applicable transfer fee; and (4) the transferee accepts all the terms and conditions of this Agreement; and
- use Remote Access to a License, if You are a Primary User of a Single-Machine License or a Registered User on a Network License that would be eligible to use the License directly.

Prohibited Uses

All uses of the Software and other elements of the Product not specifically stated in the Permitted Uses and Installations section of this Agreement are prohibited, including, without limitation:

- running more Controlling Processes or Computational Processes concurrently than the maximum specified on Your License Certificate, or allowing access to a single Controlling Process by multiple computers or terminals;
- decompiling, disassembling, or reverse engineering the Software;
- modifying the Software in any manner, except those portions written in the *Mathematica* language and included as examples;
- distributing, publishing, transferring, sublicensing, lending, leasing, renting, or otherwise making available the Product or any portion of the Software including collections of data, except as permitted at <http://www.wolfram.com/components> for distributing *Mathematica*-generated code;
- copying or allowing copying of the Product or any elements of the Product, except as permitted for the maintenance of an archival copy of the Software as allowed by the Permitted Uses and Installations section of this Agreement;
- allowing access to the Product by any user other than Licensee, including, without limitation, access to the Product via a web server, which is only allowed pursuant to a valid *webMathematica™* license agreement;
- removing any copyright, trademark, or other proprietary notices from the Product;
- installing separate components of each Controlling Process or Computation Process on separate computers, with the exception that the front end of a Controlling Process can be on a separate computer from the associated kernel;
- using the Software for any illegal purpose or to create malicious programs, including but not limited to creating computer viruses and malware or denying computer bandwidth to WRI and its affiliates and users;
- using a password, activation key, or other means of accessing the Software other than as specifically authorized by WRI; and
- restricting third parties in receipt of *Mathematica*-generated FreeCDF™ .cdf files from republishing or redistributing them by any means, including but not limited to rights management or terms of use, without the express consent of WRI.

Online Services and Data

Certain functionality in the *Mathematica* product family may require the Software to access collections of data available through external servers. WRI makes no warranty that access to such data will be uninterrupted or that the data itself will be error free. WRI reserves the right to restrict access to, add, update, modify, or remove collections of data based on availability, Your service subscription, or otherwise at WRI's discretion. You agree all data access and use shall be limited to the Permitted Uses, and agree not to access or use data collections in such a manner that could damage, disable, overburden, or impair the servers providing such data. You agree to only access collections of data through the intended *Mathematica* interface. Data provided through WRI's online services constitutes protected intellectual property and may not be copied, distributed, used to construct a database, stored (in whole or in part) in databases for access by You or any third party, or provided or distributed through any database services containing all or part of such data. Access to the online services is provided to You at WRI's discretion, and may be terminated or restricted at any time.

Additional functionality in *Mathematica* allows You to access Wolfram|Alpha[®] data from within the Software. In addition to the general Online Services and Data terms and restrictions listed above, data and other results obtained through the Wolfram|Alpha functionality are subject to the Wolfram|Alpha Terms of Use at <http://www.wolframalpha.com/termsfuse.html>. Your use of this functionality indicates Your acceptance of these terms.

Limited Warranty and Disclaimer

WRI warrants that the Product shall be free from defects in the physical media for a period of 90 days following the date of purchase when used under normal conditions. You acknowledge that WRI shall provide, as Your sole remedy for breach of this warranty, another copy of the physical media. The foregoing warranty is in lieu of all other warranties, express or implied.

WRI does not warrant that the Product is free from all errors and/or omissions, and in fact it may contain them. Except as specifically set forth above, the Product is provided "as is". WRI makes no representations or warranties, express, statutory, or implied, with respect to the Product or the Software contained in the Product or data accessed thereby, including, without limitation, any implied warranties of merchantability, interoperability, or fitness for a particular purpose, all of which are expressly disclaimed. WRI does not warrant that the functions contained in the Product will meet Your requirements or that the operation of the Product will be uninterrupted or error free.

WRI, and its agents, representatives, and independent contractors, shall not be obligated to provide or liable, under any circumstances, for providing information on or corrections to errors and/or omissions discovered at any time in the Product, whether or not they were aware of the errors and/or omissions. WRI does not recommend the use of the Product for applications in which errors and/or omissions could threaten life, injury, or significant loss. Some states do not allow the exclusion of implied warranties, so this may not apply to You. This warranty gives You specific legal rights, and You may also have other rights that vary from state to state. This Agreement is governed by the laws of the State of Illinois in the United States of America without effect to any choice of law provisions.

Limited Damages

In no event shall WRI or its agents, representatives, and independent contractors be liable for any lost profits, lost use, lost benefits, or any consequential, indirect, incidental, special, or punitive damages, whether in contract, tort, or otherwise, even if WRI has been advised of the possibility of such damages. WRI's cumulative liability to You or any other party for any loss or damages resulting from any claims, demands, actions, or otherwise arising out of or relating to this Agreement shall not exceed the license fee paid for the Product. Some states do not allow certain limitations of damages, so the above limitations may not apply to You.

United States Federal Government Restricted Rights

If this Software is acquired by or on behalf of the U.S. federal government, this provision applies. Use, duplication, or disclosure of this Software is subject to restrictions set forth in FAR 52.227-19 and DFAR 227.7200-227.7202-4, as applicable. The Software is "commercial computer software" and is licensed with only "Restricted Rights".

Translations

Where WRI has provided You with a translation of the English language version of the terms, then You agree that the translation is provided for Your convenience only and that the English language version of the terms will govern Your relationship with WRI. If there is any contradiction or discrepancy between what the English language version of the terms says and what a translation says, then the English language version shall take precedence.

Mathematica is a registered trademark and web*Mathematica*, *MathLM*, and *FreeCDF* are trademarks of Wolfram Research, Inc. *Wolfram|Alpha* is a registered trademark of Wolfram Alpha LLC.

Important details regarding Your use of *Mathematica* in accordance with the terms of this Agreement are listed on Your License Certificate.

Wolfram webMathematica™ Amateur License Agreement

ACCEPTANCE

This is a binding Agreement: read all terms; retain a copy.

Carefully read the following terms and conditions before accessing, installing, or using the Software. By clicking "I agree", opening the media container, downloading the Product, or installing/using the Product, You are consenting to be bound by this webMathematica Amateur License Agreement ("Agreement"). If You are not willing to accept the terms and conditions of this Agreement, You may not access, copy, install, or use the Product—immediately return the entire Product to the source from which it was obtained, and uninstall/remove/destroy any additional copies of the Product.

DEFINITIONS

WRI: Wolfram Research, Inc., 100 Trade Center Drive, Champaign, IL 61820-7237, USA.

You/Licensee: The individual or organization obtaining the Product. If You/Licensee agree to these terms on behalf of an organization, You represent to WRI that You are authorized to accept these terms on the organization's behalf.

Software: The computer programs provided by WRI under this Agreement, known as webMathematica.

Product: All the materials, including the Software, provided by WRI under this Agreement (whether by download or physical storage media), and data accessed on WRI's servers.

Mathematica®: The computer programs by the same name produced by WRI.

Mathematica License Agreement: The terms that, along with this Agreement, govern Licensee's use of the Software.

Public Internet Site: Refers to a publicly accessible website hosted or created by Licensee.

Private Internet Site: Refers to a publicly accessible website hosted or created by Licensee that places restrictions or additional requirements, other than free registration, on access. This includes sites that charge subscription fees, as well as sites that only allow access to select groups, such as Licensee's employees, affiliates, or customers.

Intranet Site: Refers to a website located on a secure computer network owned or leased by Licensee, which may only be accessed by Licensee's employees, affiliates, or contractors. This includes any site that has controlled access via a password (or other equivalent verification method) that is not publicly accessible.

Site: When appearing alone, refers to all Intranet Sites, Public Internet Sites, and Private Internet Sites hosted or created by Licensee.

Users: Refers to those persons who access Licensee's Sites.

Interface: Refers to the means by which Users of Licensee's Site convey information or send requests to the Software, including but not limited to web browsers, Java programs, or other software.

Premier Service: Refers to WRI's program of enhanced Mathematica user support and maintenance that requires payment of an annual fee.

GENERAL USE AND RESTRICTIONS

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The term of this license runs concurrently with Licensee's subscription to Premier Service. Additional details are listed on the applicable License Certificate and the relevant Site License (if any).

This license terminates in the event that Licensee receives a license to use an upgraded version of the Software in place of this license, which upgrade, as well as any other improvement, enhancement, or the like, WRI is under no obligation to provide.

A Site that delivers Mathematica itself to Users is prohibited by this Agreement. This Agreement allows Licensee to present to Users of Licensee's Sites the power of specific or derivative capabilities of Mathematica through an Interface specialized for the use of those capabilities, so long as the content is not that of the Mathematica user experience itself.

Licensee may not use the license granted hereunder in connection with any Site operated for or resulting in direct commercial gain; use of the license granted hereunder for such purposes is a violation of this Agreement and may result in its immediate termination.

SPECIFIC USE RESTRICTIONS AND SITE REQUIREMENTS

Licensee may not create a Site in which the User can type in arbitrary, open-ended calculation requests, in Mathematica syntax or in any other syntax or means of specification, and have those requests carried out by the Software. In addition, Licensee may not aggregate multiple Sites with incremental functionality in order to re-create the Mathematica user experience or any significant portion thereof. In other words, Licensee may not offer Licensee's Users through multiple Sites a level of functionality that would violate this Agreement if offered through a single Site. In no event may Licensee allow Users to bypass such restrictions or otherwise access the Software directly.

Licensee may not replicate, in whole or in part, the "look and feel" of Mathematica with Licensee's Interface. Licensee's Interface may not be composed of a combination of visual, design, or functional elements that could reasonably be expected to cause confusion between Mathematica and Licensee's Interface among Users of Licensee's Site. The criteria for assessing compliance with this restriction will be set and applied at WRI's sole discretion. WRI agrees to exercise that discretion reasonably.

Within sixty (60) days of executing this Agreement, Licensee agrees to provide WRI with the name(s) of the manager, systems administrator, and/or webmaster responsible for monitoring or maintaining any Site that utilizes the license granted by this Agreement. Licensee will provide telephone numbers and email addresses for each such person. It is Licensee's responsibility to ensure that this information is updated; the supplying of this information and its accuracy are conditions for maintaining the ongoing validity of this Agreement.

Licensee agrees to provide a web link supplied by WRI on any Site covered by this Agreement. WRI will supply Licensee with a graphic and hypertext link to a server operated by WRI that Licensee will display on all pages that supply input to or receive output from the Software, such link to include the phrase "Powered by webMathematica". This banner shall appear in reasonably close proximity to the input or output displays. In addition, Licensee agrees to permit WRI to use the name and/or URL of Licensee's Site in promotional materials.

INSPECTION OF SITES

When a Site becomes available to Users, Licensee agrees to notify WRI of the URL or IP address of that Site as soon as possible after the Site "goes live".

WRI reserves the right to determine at any time during the term of this Agreement, based on inspection of Sites, whether a particular Site is in compliance with the terms of this Agreement. If WRI determines that a Site is not in compliance, whether through flaws in intent, design, or implementation, remedies will be suggested to bring that Site into compliance with this Agreement. In the event that a nonconforming Site remains nonconforming after WRI has allowed a reasonable amount of time to permit Licensee to implement appropriate remedies, WRI reserves the right to terminate this Agreement with ten (10) days' notice to Licensee.

Licensee agrees that ongoing operation of an unlicensed or nonconforming Site would cause WRI irreparable harm. Licensee agrees to, at WRI's request, render inaccessible any Site covered by this Agreement whose compliance is subject to dispute or legal action, for the duration of the dispute. In consideration thereof, if such a Site is ultimately found to be conforming or is made to conform, WRI will extend the duration of any time-limited license or service contract by the amount of time that Licensee's affected Site was rendered inaccessible to Users, regardless of the status of the Agreement.

ONLINE SERVICES AND DATA WRI reserves the right to restrict access to, add, update, modify, or remove collections of data based on availability, or otherwise at WRI's discretion. You agree all data access and use, whether by You in developing an application or by Users of Sites or related services You provide via the web or in other ways, will not access or use the data collections in such a manner that could damage, disable, overburden, or impair the servers providing such data. Data provided through WRI's data services constitutes protected intellectual property and may not be copied, distributed, used to construct a database, stored (in whole or in part) in databases for access by You or any third party including Users of services facilitated by You, or provided or distributed through any database services containing all or part of such data. Access to the data services is provided to You at WRI's discretion, and may be terminated or restricted at any time.

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WRI warrants that the Product shall be free from defects in the physical or download media for a period of ninety (90) days following the date of purchase when used under normal conditions. You acknowledge that WRI shall provide, as Your sole remedy for breach of this warranty, another copy of the physical media. The foregoing warranty is in lieu of all other warranties, express or implied.

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WRI does not recommend the use of the Product for applications in which errors and/or omissions could threaten life, injury, or significant loss. Some states do not allow the exclusion of implied warranties, so this may not apply to You. This warranty gives You specific legal rights, and You may also have other rights that vary from state to state. This Agreement is governed by the laws of the State of Illinois in the United States of America without effect to any choice of law provisions.

LIMITED DAMAGES

In no event shall WRI or its agents, representatives, and independent contractors be liable for any lost profits, lost use, lost benefits, or any consequential, indirect, incidental, special, or punitive damages, whether in contract, tort, or otherwise, even if they have been advised of the possibility of such damages. WRI's cumulative liability to You or any other party for any loss or damages resulting from any claims, demands, actions, or otherwise arising out of or relating to this Agreement shall not exceed the license fee paid for the Product. Some states do not allow certain limitations of damages, so the above limitations may not apply to You.

GENERAL PROVISIONS

Licensee may not assign or transfer any rights or obligations under this Agreement without prior written approval from WRI.

All notices required under this Agreement shall be in writing. Notices must be sent via certified mail to the other party at the address set forth below, or such other address as a party may designate by notice in writing to the other. Notices will be considered received eight (8) days after date of mailing.

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If this Software is acquired by or on behalf of the U.S. federal government, this provision applies. Use, duplication, or disclosure of this Software is subject to restrictions set forth in FAR 52.227-19 and DFAR 227.7200 – 227.7202-4, as applicable. The Software is "commercial computer software" and is licensed with only "Restricted Rights".

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Important details regarding Your use of webMathematica Amateur in accordance with the terms of the Agreement are listed on Your License Certificate.

WOLFRAMRESEARCH

Exhibit C

Faculty Home Use Addendum

This Faculty Home Use Addendum ("Addendum") is hereby incorporated into the Academic Site License Agreement ("Agreement")

between Wolfram Research Europe Ltd. ("WR") and
Università degli Studi di Padova - Mathematics Department ("Licensee")
entered into on March 31, 2013

Licensee wishes to allow home use of Products by eligible users, an optional service available to licensees with WR's Site Premier Service package.

1. **Definitions.**

1.1 "Eligible Faculty Home User" is defined as any person who qualifies as an "Affiliated Individual" as defined in the Agreement in some capacity other than a Student.

1.2 "Eligible Faculty Home Use Computer" is defined as a computer that is: (i) owned by the Eligible Faculty Home User; (ii) normally located in the Eligible Faculty Home User's primary personal residence; (iii) used primarily by the Eligible Faculty Home User ; and (iv) used primarily for the use or support of instruction and academic research .

2. **License.** Licensee is hereby granted a non-transferable license to authorize Eligible Faculty Home Users to use Products obtained under the Agreement, on Eligible Faculty Home Use Computers, subject to the terms and conditions contained in the Agreement, the relevant Product License Agreements, and this Addendum.

3. **General.** This Addendum amends any conflicting provisions in the Agreement. All other provisions of the Agreement are unaffected by this Addendum.

WR Initials: _____

Licensee Initials: _____

WOLFRAMRESEARCH

Exhibit D

Student Home Use Addendum

This Student Home Use Addendum ("Addendum") is hereby incorporated into the Academic Site License Agreement ("Agreement")

between Wolfram Research Europe Ltd. ("WR") and
Università degli Studi di Padova - Mathematics Department ("Licensee")
entered into on March 31, 2013

This Addendum allows Licensee to provide Student Versions of Products to eligible users. The license fee associated with this Addendum is based on student population at Licensee and is set forth in Exhibit A of the Agreement.

1. **Definitions.**

- 1.1 "Eligible Student Home User" is defined as any student at Licensee who otherwise qualifies as an "Affiliated Individual" as defined in the Agreement.
1.2 "Eligible Student Home Use Computer" is defined as a computer that is: (i) owned by the Eligible Student Home User; (ii) normally located in the Eligible Student Home User's primary personal residence; (iii) used primarily by the Eligible Student Home User; and (iv) used primarily for the use or support of instruction and academic research.

2. **License.**

- 2.1 Licensee is hereby granted a non-transferable license to authorize Eligible Student Home Users to use Products obtained under the Agreement, on Eligible Student Home Use Computers, subject to the terms and conditions contained in the Agreement, the relevant Product License Agreements, and this Addendum. Eligibility for Student Versions is controlled by this Addendum
2.2 Licensee will administer distribution of Products under this Addendum, and will bear sole responsibility for ensuring that the distribution complies with this Addendum and the Agreement.
2.3 Termination of the Agreement does not terminate the licenses granted under this Addendum, nor does it alter the terms of the license agreement governing them.
2.4 Licensee may elect to charge Eligible Home Users a fee for the Student Version of Products.
2.5 Students may not transfer or sell the Student Versions or the associated license.

3. **General.**

- 3.1 This Addendum amends any conflicting provisions in the Agreement. All other provisions of the Agreement are unaffected by this Addendum.

WR Initials: _____

Licensee Initials: _____

SITE LICENSE PROGRAM ADMINISTRATOR DATA SHEET

Please provide the following information and return a copy of this form with your contract and purchase order.

1. Site Administrator

Please specify the name of the individual who should be the main contact for your site license program:

Name: _____

Organization: _____

Department: _____

Address: _____

City: _____ State/Province: _____ Postal Code: _____

Country: _____

Phone: _____ Fax: _____

Email: _____ Home Page: _____

Please list the URL(s) of the web page(s) that will contain details about your site license program.

URL(s): _____

2. Additional Site Administrators

Please list any other individuals who should be listed as administrators of your site license program and should be granted full administrative privileges. Attach an extra sheet of contact names if needed.

Name:	Name:
Department:	Department:
Address:	Address:
City:	City:
State/Province: Postal Code:	State/Province: Postal Code:
Phone: Fax:	Phone: Fax:
Email:	Email:
Name:	Name:
Department:	Department:
Address:	Address:
City:	City:
State/Province: Postal Code:	State/Province: Postal Code:
Phone: Fax:	Phone: Fax:
Email:	Email:

3. Alternate Contact Details (please select all that apply)

We would like Wolfram Research to refer individuals at our organization to the following group or department instead of to the Site Administrator(s) for information about our site license program.

Group or Department Name: _____
(e.g. Software Licensing Group, Engineering Computing Center)

Please send activation keys and passwords, and refer individuals at our organization to the following email address(es) instead of to the Site Administrator(s).

Email Alias/List: _____
You can use a single email alias (e.g. mathematica@yourdomain.com) or list several individuals' email addresses (e.g. jones@yourdomain.edu, baker@yourdomain.edu, goodman@yourdomain.edu)

Wolfram Research Use Only (do not complete):		OE Initials:	Auto Upgrade: YES NO
License #:		Customer #:	Order #:
License Type:	Unlimited Site Pre-College Unlimited	Student Unlimited	Volume Site
	Comprehensive Site Pre-College Comprehensive	Student Comprehensive	

4. **Departments Covered** (please select only one)

Open access: Any departments on campus have the option to participate in our site license program and use the products we've licensed through this agreement.

Restricted Access: Only the following departments/groups are covered by our site license program. Only individuals in these departments/groups may use the products we've licensed through this agreement. (please list)

5. **Technical Support Contacts**

Please list the individuals your organization has selected as support staff for your license. (See Exhibit A of your agreement for the quantity allowed.) Please attach an extra sheet of contact names if applicable.

Name: _____		Name: _____	
Department: _____		Department: _____	
Address: _____		Address: _____	
_____		_____	
City: _____		City: _____	
State/Province: _____	Postal Code: _____	State/Province: _____	Postal Code: _____
Phone: _____	Fax: _____	Phone: _____	Fax: _____
Email: _____		Email: _____	
_____		_____	
Name: _____		Name: _____	
Department: _____		Department: _____	
Address: _____		Address: _____	
_____		_____	
City: _____		City: _____	
State/Province: _____	Postal Code: _____	State/Province: _____	Postal Code: _____
Phone: _____	Fax: _____	Phone: _____	Fax: _____
Email: _____		Email: _____	

6. **Activation Key and Password Authorization** (please select only one)

Always Require Site Administrator Approval: All activation keys and passwords, including those requested directly by individual users, should be sent to the Site Administrator(s) or alternate contact in #3 above for approval.

Sometimes Require Site Administrator Approval: Activation keys and passwords may only be issued to users who have an authorized email address or whose request originated from within an authorized IP range. Requests from "non-authorized" users should be sent to the Site Administrator(s) or alternate contact in #3 above for approval.

7. **Authorized Email Addresses**

Email addresses that match the following criteria are pre-approved to receive activation keys and passwords (enter a list separated by commas below):

(e.g. wri.com, site-program@wolfram.com)

8. **Staff Home-Use License Authorization** (please select only one)

Site Administrator Approval Required: All staff home-use license requests (new licenses and upgrades) should be sent to the Site Administrator for approval before being processed.

Site Administrator Approval Not Required: All staff home-use license requests (new licenses and upgrades) may be processed automatically without the Site Administrator's approval, as long as Wolfram Research has been able to verify their status and eligibility.

9. **Automatic Shipments** (please select only one)

Note that an upgrade is a change to the first or second digit of the version number. Please skip this question if you have chosen to receive your products via download only.

Do Not Automatically Ship Upgrades: We prefer to individually select the upgrades for which to receive physical shipments.

Automatically Ship Upgrades: All upgrades should be shipped to the Site Administrator automatically.