# Fondazione Livio Sciutto
## Ricerca Biomedica in Ortopedia - ONLUS

Iscritta al Registro delle Persone Giuridiche al n. 40/UTG in data 21-12-2009

## Sublicensing Agreement with the end user
## of arthroprosthesis templates

1. **Scope of application.** This sub-licensing agreement with the end user (the **"Agreement"**) regulates the use by the end user (hereinafter, the **"User"**) of the arthroprosthesis templates available on the portal (hereinafter, the **"Templates"**) provided under license by several arthroprosthesis producers (hereinafter, the **"Producers"**) to "Fondazione Livio Sciutto Onlus" (hereinafter, the **"Foundation"**).
The User expressly acknowledges that by downloading, copying or using the Templates, it fully accepts this Agreement. Unless otherwise provided, the provisions of this Agreement shall prevail over any offer submitted to the User for assistance in using the Templates (hereinafter, the **"Offer"**) and over any further written agreement between the Foundation and the User.

2. **License to use.** Subject to the User's acceptance of this contract, the Foundation grants the User a free, non-exclusive, non-transferable and non-sublicensable license to use the Templates for the duration specified under Article 6 below.
The User agrees to use the Templates exclusively in accordance with the guidelines and instructions of the Producer and the Foundation and to fully protect the Producer's intellectual property rights and/or confidential information. Any direct or indirect use of the Templates in competition with the Producer is expressly excluded.
The User must not modify the Templates and must destroy copies of the Templates if they are no longer needed.
The User will be responsible for any violation of these provisions and for any use (or non-use) of the Templates.

3. **Login credentials.** The use of the Templates is allowed through the use of access credentials issued to the User when registering on the Foundation's portal. The User undertakes to keep and protect the access credentials and not to give them to third parties, it being expressly understood that the use of the Templates is personal.

4. **Templates' Updates**. Any updating of the Templates will be carried out by the Foundation, at its own discretion and upon indication of the relevant Producers, without any obligation in this sense, it being understood that the User has the right to use the Templates in their actual consistency at the time of their download. Should updates be released, they will automatically become an integral part of the Templates and will therefore be subject to the conditions of this Contract.

5. **Compensation**. This sublicense agreement is free of charge.

6. **Duration, withdrawal and termination.** This Agreement shall remain in force between the Foundation and the User for a period of 36 months. At the end of such period and, subsequently, at each annual expiration date, this Contract, and the related sublicense, shall be automatically renewed for subsequent periods of 12 months each, under the same terms and conditions, unless notice of termination is communicated by one party to the other by registered letter with acknowledgement of receipt, or certified email (PEC), at least three months before the initial expiration date or each subsequent annual expiration.

   The Foundation is entitled to terminate this Agreement pursuant to and for the purposes of Article 1454 of the Italian Civil Code in the event of the User's failure to comply with this Agreement and its failure to remedy the same within 15 (fifteen) days of the Foundation's written notice to that effect. The User's failure to use the Templates shall not in any way be considered as a withdrawal from this Agreement.

   It is understood between the parties that this Agreement will be automatically terminated with reference to specific Templates - upon specific communication to the User by the Foundation - should the license agreement between the Producer of such Templates and the Foundation is terminated.

7. **Suspension from the use of the Templates.** In the event of the User's failure to comply with Article 3 above, the Foundation is entitled to suspend the User from using the Templates with immediate effect. In case of suspension or termination of this Agreement, the User will lose all rights to use the Templates with immediate effect.

8. **Intellectual property.** The Foundation is entitled to all rights to use the Templates and, in particular, to the right to sublicense the use of such Templates. It is understood that this Contract does not provide the transfer of any intellectual or industrial property rights between the Parties.

9. **Limitation of liability.** The User undertakes to promptly report any unauthorized or irregular use of the Templates of which it becomes aware, as well as to promptly report any malfunctioning of the Templates to the Foundation.

   Neither the Foundation nor the Producers of the Templates provide any warranty in relation to the Templates and shall not be liable for any sanctions, fines, claims, damages, loss of business or other financial loss which may be caused, directly or indirectly, by any use of the Templates for any purpose whatsoever, expressly including the modification by the User of the Templates or of the software needed for reading them.

It is the sole responsibility of the User to follow the procedures and related operating instructions that may be given by the Foundation and/or the Producers.

Under no circumstances will neither the Foundation nor the Producers be liable for direct or indirect damages, losses and/or lost profits suffered by the User or by third parties as a result of the use or non-use of the Templates.

10. **Indemnification clause.** The User shall defend, indemnify and hold harmless the Foundation, its officers, directors, employees and agents from and against any and all losses, damages, liabilities, claims, actions and associated costs (including reasonable legal and attorneys' fees) for injury or death of any person or damage to any tangible or intangible property arising from the negligence or willful misconduct of the User, its employees, suppliers or agents in connection with the use of the Templates.

    The User will be liable for any breach of this Agreement by its officers, directors, employees, suppliers or agents.

    The User shall as well defend, indemnify and hold harmless the Foundation and its officers, directors, employees and agents from and against any and all losses, damages, liabilities, claims, actions and associated costs (including reasonable attorneys' and legal fees) arising out of or related to any breach of this Agreement.

11. **Privacy and confidentiality.** With this Contract the User agrees to comply with the clauses expressed in the privacy policy of the Foundation, applicable at any time, available on the "fondazione.it" website.

12. **General provisions.** The User confirms that he/she has read the text of the Contract, that he/she understands its terms and conditions. No modification, addition or waiver of the terms of this Agreement may be effective unless executed in writing between the parties. The Foundation's failure to exercise its rights under this Agreement shall not constitute and shall not be considered a waiver of such rights. Should any provision of the Agreement be invalidated or rendered unenforceable by law or court order, the remaining clause of the Agreement shall remain in force.

13. **Applicable law and jurisdiction.** This Contract is governed by Italian law, and in case of dispute the competent court is the Court of Milan, with the express exclusion of alternative and competing courts.

The User specifically accepts and approves, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the clauses set out in Article 2 (License to use), Article 6 (Duration, withdrawal and termination), Article 7 (Suspension from the use of the Templates), Article 9 (Limitation of Liability), Article 10 (Indemnification clause), Article 11 (Privacy and Confidentiality), Article 13 (Governing Law and jurisdiction).