

License Agreement for OWLIM-SE version 4.X

BY USING OWLIM-SE, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT AS LICENSEE. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, YOU MAY NOT USE THIS SOFTWARE. REDISTRIBUTING OR MODIFYING OWLIM-SE IS STRICTLY FORBIDDEN IN ALL CIRCUMSTANCES.

This agreement represents a formal contract between Ontotext AD, having official address at 135 Tsarigradsko Shosse, Sofia 1784, Bulgaria (referred to as "**Ontotext**") and each user of OWLIM-SE, (referred to as "**LICENSEE**").

This contract enters in force as of the date of first usage of OWLIM-SE by the LICENSEE.

1 SUBJECT

This License Agreement (hereinafter referred to as the "**LICENSE**") grants the **RIGHTS** (as defined in section 2) to the **PRODUCTS** (listed in section 3), under the **CONDITIONS** (outlined in section 4) and respecting 3rd-party intellectual property rights, in accordance with Annex I, which represents an integral part of this agreement.

2 RIGHTS

Subject to the provisions contained herein, Ontotext hereby grants the LICENSEE a License to use, but not to own, the PRODUCTS as follows:

- 2.1 The LICENSEE is allowed to install and use the PRODUCTS for research and evaluation purposes only.
- 2.2 The LICENSEE is not allowed to make any charge or draw any commercial benefit through the use of the PRODUCTS or any part of them. The purposes explicitly included in clause 2.1 are considered as an exception to this constraint.
- 2.3 The LICENSEE is not permitted to publish, make available, or redistribute the PRODUCTS in any form without the express written permission of Ontotext.

3 PRODUCTS

- 3.1 This agreement applies to the SOFTWARE, DATABASE, and DOCUMENTATION, the assembly of all these comprising the PRODUCTS, developed by, and proprietary to, Ontotext, as listed in this section.

3.1.1 DATABASEs are considered both structured and non-structured information resources and schemata, metadata, including ontologies and knowledge bases.

3.2 The LICENSEE is granted a LICENSE for the following PRODUCTS:

3.2.1 **OWLIM-SE** version 4.X. Reference web address: <http://www.ontotext.com/owlim/>

4 CONDITIONS

4.1 This License constitutes a formal agreement between Ontotext and the LICENSEE, binding with respect to the legislation of The United Kingdom of Great Britain and Northern Ireland.

4.2 Ontotext AD is allowed to publicly refer to the LICENSEE as a user of the PRODUCTS.

4.3 Any publication, report, and/or usage of/relating to (work or results, involving) the PRODUCTS, or any part of them, should contain a reference to the products with their full name and web address, as given in section PRODUCTS. The reference shall also include the specific version being used.

4.4 The LICENSEE is not allowed to publish evaluation results obtained through the use of the PRODUCTS without the written permission of Ontotext.

4.5 Financial Conditions

4.5.1 This LICENSE is granted free of charge.

4.6 Duration of Usage and Termination

4.6.1 In case of violation of the limitations set in section RIGHTS and the conditions set in section CONDITIONS, the rights of the LICENSEE expire immediately.

4.6.2 Ontotext may terminate this License (and thus cause the rights to expire) by instant notice if the LICENSEE is in breach of any term, condition or provision of this License. In such case of termination, the LICENSEE shall pay Ontotext all and any costs and expenses, including legal and other fees, incurred in the process of remedy of the breach of this License.

4.6.3 Immediately after the expiration of the rights of the LICENSEE, it must delete the PRODUCTS on all his hardware and media.

4.7 Copyright Statement

4.7.1 (c) Copyright Ontotext AD, 2001-2011, all rights reserved. Redistribution and use of the PRODUCTS in source and binary forms, with or without modification, are only permitted under the terms, conditions and provisions in this License.

4.7.2 All and any copyrights, or other intellectual property rights, used or embodied in or in connection with the PRODUCTS, relating thereto, is and shall remain the exclusive property of Ontotext. Except as may be expressly permitted under the Copyright, Designs and Patents Act 1988 as amended by the Copyright

(Computer Programs) Regulations 1992 or any other relevant national law the LICENSEE shall not dispose or display the PRODUCTS upon the screen by use of debugging, editing, disassembling, decompiling, diagnostic or other such means for the purpose of copying the PRODUCTS or any part thereof or translating them into another language.

4.7.3 The LICENSEE agrees not to change, reverse-engineer modify, or create derivative works of the PRODUCTS without an exclusive agreement with Ontotext.

4.8 Disclaimer of Warranty

The PRODUCTS are provided on an 'as is' basis. No warranty is given by Ontotext in relation to the PRODUCTS of the uses to which it may be put by the LICENSEE, the user, or its merchantability, fitness or suitability for any particular purpose or conditions; and/or that the use of the PRODUCTS relating thereto by the LICENSEE will not infringe any third party copyright or other intellectual property rights. With the exception of the provisions of clause 4.4, Ontotext shall furthermore be under no obligation to provide support of any nature for the PRODUCTS.

4.9 Limit of Liability

In no event shall Ontotext be liable for any loss or damages whatsoever or howsoever caused arising directly or indirectly in connection with this License, the PRODUCTS, their use or otherwise except to the extent that such liability may not be lawfully excluded. Notwithstanding the generality of the foregoing, Ontotext expressly excludes liability for indirect, special, incidental or consequential loss or damage which may arise in respect of the PRODUCTS or their use, or in respect of other equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings.

4.10 Contact Information:

4.10.1 The LICENSEE shall use the following contact information for communication in the relation to the LICENSE.

Address:
Ontotext AD
135 Tsarigradsko Chaussee
Sofia 1784, Bulgaria

Phone: (+359 2) 9746 160
Fax: (+359 2) 9753 226
Web: <http://www.ontotext.com>
E-mail: info@ontotext.com

4.10.2 Ontotext and the LICENSEE are obliged to notify each other about changes in their contact information, including but not limited to their names, address, and web-address.

4.11 Should single rules of this contract be legally ineffective or lose their effectiveness by future circumstances, the effectiveness of the overall contract will not be affected. Both parties oblige themselves to substitute the legally ineffective rule by a regulation that achieves a similar commercial effect.

Appendix 1: TERMS AND CONDITIONS RELATING TO THIRD-PARTY PRODUCTS AND LIBRARIES

Ontotext uses the following third-party technologies within the PRODUCTS, as part of their proper functionality and integration:

1. Sesame, <http://www.openrdf.org>

Sesame openRDF is an open source framework for storage, inferencing and querying of RDF data. It is distributed under a BSD-style license included with the OWLIM-SE distribution.

2. Apache Lucene Java, <http://lucene.apache.org>

Apache Lucene Java is a Java-based text indexing and search implementation, as well as offering spellchecking, hit highlighting and advanced analysis/tokenization capabilities. It is licensed under the Apache License, Version 2.0 included with the OWLIM-SE distribution.

3. JSI (Java Spatial Index) RTree Library, <http://jsi.sourceforge.net/>

The Java Spatial Index project aims to maintain a high performance Java version of the RTree spatial indexing algorithm. (<http://es.ucsc.edu/~tonig/rtrees/rtrees.pdf>). The source code is open source, and released under the GNU Lesser General Public License (LGPL) v2.1.

4. Spatial Index Library, <http://sourceforge.net/projects/spatialindexlib/>

An extensible spatial index library in Java and C++ that supports robust spatial indexing methods and many advanced features. Currently supports R-tree (Rtree, R*-tree) variants, Multi Version R-trees (MVR-tree) and TPR-trees. The source code is open source, and released under the GNU Lesser General Public License (LGPL) v2.1.

5. Trove, <http://trove.starlight-systems.com/home>

The Trove library provides high speed regular and primitive collections for Java. The source code for GNU Trove is licensed under the GNU Lesser General Public License (LGPL) v2.1.