

Renewal Academic Unlimited Site License Agreement

Istruzioni per la firma e la compilazione

- compilare e firmare pag 4,
- siglare nel campo Licensee Initials pag. 9.

Per la firma sono disponibili le seguenti opzioni:

1. firma attraverso la procedura di firma digitale AdobeSign per la quale Wolfram ha sottoscritto un contratto; dettagli su <https://www.adalta.it/come-firmare-contratto-AdobeSign>
Se viene scelta questa opzione dovete chiedere ad Adalta l'attivazione della procedura.
2. firma digitale standard italiana. E' necessario inserire la firma in tutti i campi suindicati e inviare il contratto ad Adalta tramite email.
Il documento verrà poi restituito controfirmato da Wolfram con la firma digitale AdobeSign.
3. firma in originale su copia cartacea in duplice copia e spedizione ad Adalta che si occuperà di inviarlo alla Wolfram per la controfirma e ritornerà la copia firmata.
Anticipare il contratto in pdf via email.

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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
Sapienza Università di Roma,
located in Roma, 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 or those who are designated as emeritus or retired faculty.
 - 1.1.1 Students participating in Licensee's summer camps, workshops or similar programs who are not otherwise Affiliated Individuals are eligible to be included in this License for the program duration only. Licensee agrees to provide WR a list of email addresses for students who are attending prior to the start of the program.
 - 1.1.2 Faculty, staff and students who teach or take classes as part of dual enrollment programs offered by Licensee but who are primarily enrolled or employed at a different organization are covered under the terms of this Agreement and qualify as Affiliated Individuals where (i) they are identified by Licensee as faculty, staff or students of Licensee or this list of groups or individuals is included in Exhibit A, and (ii) they register the Products using the email address associated with the Licensee organization and use the Products for Licensee courses only. Use of the Products for any person or activity not directly related to Licensee is not allowed.
- 1.2 **"Agreement"** is defined as this Agreement and all exhibits and addenda hereto that 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 Device"** is defined as a computer, tablet, smartphone or device owned by the Licensee or Affiliated Individual of the Licensee that's primarily used for support of instruction and/or academic research or for personal use.
- 1.5 **"Intellectual Property,"** within the context of this Agreement, includes any original creations, ideas, inventions or intangible assets, including but not limited to copyrights, trademarks patents, trade secrets and any other proprietary rights, developed or contributed to through the use of this License.
- 1.6 **"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.
- 1.7 **"Payment"** is defined as the delivery of check, money order or electronic funds transfer to WR.
- 1.8 **"Promise of Payment"** is defined as the delivery of Purchase Order to WR if WR approves Purchase Order in lieu of immediate Payment.
- 1.9 **"Products"** is defined as the software packages and/or services 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.
- 1.10 **"Product License Agreement"** is defined as the terms and conditions governing the use of a specific Product, as supplemented by the terms and conditions of this Agreement. Applicable Product License Agreements can be found at <http://www.wolfram.com/legal> or are included within this Agreement. WR is entitled to alter any Product License Agreement at its sole discretion. However, any such alteration will apply only to Products received by Licensee after the effective date of the alteration.
- 1.11 **"Customer Support"** is defined as assistance for Product installation, activation or first launch.
- 1.12 **"Advanced Technical Support"** is defined as Product and/or Wolfram Language programming assistance and advanced systems setup, as defined in the Premier Support—Terms of Service: <https://www.wolfram.com/legal/terms-of-service/premier-support.html>.
- 1.13 **"Advanced Technical Support Contact"** is defined as the individual(s) designated by Licensee to contact WR for Advanced Technical Support, as listed in the Site License Information Sheet defined in 1.15.
- 1.14 **"Term"** is defined as the duration of this Agreement, as specified in Exhibit A.
- 1.15 **"Site License Information Sheet"** is defined as the Licensee-specific information used for setup and communications with Licensee regarding the site license.
- 1.16 **"Usage Zone"** is defined as the geographic location where the License can be used.

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 on Eligible Devices, solely for the use or support of Licensee instruction and academic research, subject to the terms and conditions contained in this Agreement and the relevant Product License Agreements.

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2.2 **Product Access.** Product Access is provided on an annual basis upon Payment, or Promise of Payment where applicable, of the relevant license fee.

2.3 **License Fees/Payments.** The license fees for the Products licensed hereunder are set forth in Exhibit A. Payment, or Promise of Payment if approved by WR, for the first-year license fee under this Agreement shall be made by Licensee by the Effective Date of this Agreement. Payment or Promise of 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.

2.3.1 **Indexation.** At each annual renewal throughout the Term of the Agreement, WR reserves the right to compensate for inflation by increasing the upcoming year's fees by the Regional Index as defined in Exhibit A. At 90 days prior to the Effective Date anniversary for the upcoming year's fees, the most recent annualized Regional Index rate posted at that time will be applied to calculate the upcoming fees. If the full Regional Index rates were not applied at one or more prior Effective Date anniversaries, WR reserves the right to compound this year's rate with the prior years' rates.

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 Licensee may not implement any form of cost-recovery associated with providing Affiliated Individuals access to the Products.

2.4.4 Affiliated Individuals may only use the Products on Eligible Devices within the Usage Zone as defined in Exhibit A.

2.4.5 Research laboratories and similar organizations are only eligible for this License if their primary purpose is teaching students or conducting academic research compliant with accreditation standards for a college or university. Customers creating Intellectual Property or content on behalf of third parties or government organizations, or engaging in any use WR considers improper, in our sole discretion, are not permitted to use the License.

3. Product Support.

3.1 **Current Products.** WR will make available to Licensee the latest released version of licensed Products.

3.2 **Named Advanced Technical Support Contacts.** Advanced Technical Support for Products may be provided exclusively to a limited number of contacts designated by the Licensee. The number of Advanced Technical Support Contacts and the fee for including additional contacts other than the approved number is set forth in Exhibit A.

3.3 **Technical Issue Communication Process.** WR and Licensee agree that any technical issues that could affect a large number of users needs to be communicated promptly and efficiently. Licensee agrees to communicate such issues through appropriate internal channels (email, social media and the like), and WR agrees to communicate any such items to both the administrator and users of the License.

3.4 **Platform Support/Availability.** If WR discontinues general support for any platform listed in 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.

3.5 **Product Support/Availability.** If WR discontinues any product listed in 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.

4. Awareness to Affiliated Individuals.

4.1 In exchange for the discount, as specified in Exhibit A, the Licensee agrees to the following:

4.1.1 Licensee agrees to designate a Primary Communications Liaison who will work closely with WR to make the availability of the Products known to the group of Affiliated Individuals as defined in the Site License Information Sheet. In addition, this liaison will distribute educational resources provided by WR to this group of Affiliated Individuals.

4.1.2 Licensee agrees to send a message, provided by WR, of the Products' availability with instructions to access the Products to this group of Affiliated Individuals at least twice per year. The message could be conveyed by email forwarded to professors, department heads or student clubs; by social media posts; or by an alternative information distribution method agreed upon between Licensee and WR.

4.1.3 Licensee agrees to communicate to WR, in the Site License Information Sheet, the process it will follow for its Affiliated Individuals to access and use the Products so that WR can follow the same process with interested potential users consistent with how the site license administrator would communicate this directly.

4.1.4 WR agrees to provide free educational resources (videos, webpages, online and/or on-campus workshops) to assist Affiliated Individuals in using the Products. Licensee agrees to distribute information about these resources, and in a timely manner regarding events/workshops, to this same group of Affiliated Individuals.

4.1.5 Licensee agrees to maintain a webpage with an overview of the Products' availability and associated resources that is discoverable by Affiliated Individuals. WR agrees to assist Licensee with content to ensure the webpage stays valuable and up to date.

5. Termination.

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- 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 Individuals' 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 to the other party at the physical or electronic address set forth in Exhibit A or other address as a party may designate.
- 6.3 **Assignment.** Licensee may not assign or transfer any rights or obligations under this Agreement without prior written approval from WR. In the event of Licensee closing, merging or absorbing another organization's students, facilities or departments, Licensee must make WR aware of organizational changes and discuss potential price and license availability within 90 days of such changes.
- 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 **Representative.** WR may appoint a representative for the purpose of assisting WR in administering the Agreement. WR will provide Licensee written notice of such appointment and information as to Representative's role within the Agreement. WR may change appointment and role from time to time, and such change shall be effective upon Licensee's receipt of written notice from WR.
- 6.6 **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.
- 6.7 **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.
- 6.8 **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.
- 6.9 **Electronic Reproduction.** Once executed by either party, a reliable electronic reproduction of this Agreement provided physically or electronically to the other party shall be considered an original for all purposes hereunder.
- 6.10 **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.
- 6.11 **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.
- 6.12 **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.
- 6.13 **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.

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

Wolfram Research, Inc.

Signature:

Name:

Title:

Date:

Sapienza Università di Roma

Signature:

Name:

Title:

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 E Notice of Appointment of Representative

Mathematica is a registered trademark of Wolfram Research, Inc.



Exhibit A

Academic Site License

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

1. **Effective Date.** The Effective Date of the Agreement is: May 01, 2024.
2. **Duration.** The initial Term of this Site License Agreement is 36 months. This Site License Agreement will automatically renew for subsequent terms unless either party gives the other written notice of termination at least 60 days, but no sooner than 90 days, prior to the expiration date of each Term. The renewal price will be provided to Licensee prior to this point.
3. **Advanced Technical Support Contacts.** The number of Advanced Technical Support Contacts Licensee may designate is 19.
4. **Student Population.** The current total student population at Licensee is 104,000. The current technical student population at Licensee is 5,000. 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 in student population.
5. **Regional Index.** The Regional Index for this contract is the European Central Bank Harmonised Index of Consumer Prices (HICP) annual inflation rate.
6. **Mailing Addresses.** All notices under this Agreement should be sent to the following addresses:

Wolfram Research, Inc. Sapienza Università di Roma

100 Trade Center Drive	Address: Centro InfoSapienza Via dei Piceni 37
Champaign, IL 61820-7237	City, State, ZIP: Roma, 00185
USA	Country: Italy
Attn: Legal Administration Attn: Dr.ssa Laura LEONE	
+1-217-398-0700	Phone: 003906 4991 0113

7. Products and Fees.

Fees: The annual license fee for the Products listed below is: **€59,000.00.**

Licensed Products:

QUANTITY	PRODUCT	DISCOUNTED UNIT PRICE	EXTENDED PRICE
UNLIMITED	<i>Mathematica Online for Affiliated Individuals</i>	€11,953.00	€11,953.00
UNLIMITED	<i>Mathematica for Eligible Computers (Download)</i>	€47,047.00	€47,047.00
UNLIMITED	<i>Mathematica for Students for Eligible Student Home-Use Computers (Download)</i>	€0.00	€0.00

The agreed annual license fees for this agreement are as follows: Year 1- €55000, Year 2 - €57000 and Year 3 - €59000.

Additional Benefits:

QUANTITY	BENEFIT	TERMS
UNLIMITED	<i>Wolfram Lightweight Grid Manager</i>	Subject to terms and conditions in Exhibit B - Mathematica
UNLIMITED	<i>Faculty Home Use</i>	

Supported platforms and system requirements for Mathematica are listed at <http://www.wolfram.com/mathematica/system-requirements.html>.

8. **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.

9. Miscellaneous.

- 9.1 Prices do not include physical media distribution fee.
- 9.2 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.
- 9.3 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.

10. **Authorized Representative.** For the purpose of this Agreement, the following parties are Authorized Representatives of WR: Adalta SNC

11. **Contract Modifications.** Notwithstanding terms to the contrary, the following modifications are hereby incorporated into the Agreement.

- 11.1 The following is hereby added to the Agreement: The Usage Zone is hereby defined as Zone 21 as detailed here - <https://www.wolfram.com/legal/usage-zones/>

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11.2 Section 2.3.1 is hereby deleted from the Agreement.



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: Wolfram Language™ and 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

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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:

- a. for a Single-Machine License Class, install and use Software only from a single storage device (e.g. a hard-disk drive);
- b. 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;
- c. maintain one archival copy of the Software on storage media (such as a DVD);
- d. 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;
- e. 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;
- f. 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; and
- g. author and distribute Computable Document Format™ (CDF) files consistent with the licensing terms at <http://www.wolfram.com/cdf/adopting-cdf/licensing-options.html>.

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:

- a. 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;
- b. decompiling, disassembling, or reverse engineering the Software;
- c. modifying the Software in any manner, except those portions written in the Wolfram Language and included as examples;
- d. 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;
- e. 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;
- f. 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;
- g. removing any copyright, trademark, or other proprietary notices from the Product;
- h. 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;
- i. 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;
- j. using a password, activation key, or other means of accessing the Software other than as specifically authorized by WRI; and
- k. 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.

Wolfram|Alpha®: Mathematica functionality 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/termsofuse.html>. Your use of this functionality indicates Your acceptance of these terms.

Wolfram Cloud™: Mathematica functionality allows You to access the Wolfram Cloud from within the Software. In addition to being subject to the general Online Services and Data terms and restrictions, as well as the Wolfram|Alpha Terms of Use, the Wolfram Cloud service is subject to the Terms of Use at <http://www.wolfram.com/legal/terms/wolfram-cloud.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

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Exhibit E

Notice of Appointment of Representative

This Notice of Appointment of Representative ("Notice of Appointment") is hereby incorporated into the Site License Agreement ("Agreement") between Wolfram Research Europe Ltd., a UK Limited Company ("WR"), and Sapienza Università di Roma ("Licensee"), entered into on May 01, 2024.

This Notice of Appointment serves notice that, effective on May 01, 2024, WR will appoint Adalta SNC as a Representative to enhance the efficiency of administration of the Agreement and the management of license fees arising under the Agreement. All provisions of the Agreement remain in force.

Duties of Representatives

- 1. Collection of License and Other Fees.** Fees due under the Agreement are due to WR. Licensee may use Representative to deliver payment to WR. Any change in fees or payment schedule dates must be approved in writing by WR.
- 2. Provision of Software and Documentation.** Representative shall order all items requested by Licensee from WR and provide Licensee with Products that Licensee is eligible to receive in accordance with the Agreement.
- 3. Provision of User Support.** Licensee shall contact Representative for user support in the same manner specified in the Agreement. Representative shall provide technical support to Licensee in accordance with the Agreement.
- 4. Termination of Appointment.** WR may terminate Representative's appointment at any time if WR decides, at its sole discretion, that Licensee would be better served by some other means. Termination will be effective upon notice of termination to Representative.

Adalta SNC

Signature:

Name:

Title:

Date:

Address 1:

Address 2:

City, Country:

Phone:

WR Initials: _____

Licensee Initials: _____