The following document contains extracts from the central license agreement.

By purchasing an own license for own site a separate site-specific agreement has to be ordered and signed by requesting site with CSIRO.

CSIRO
Surgical Treatment and
Rehabilitation Service – STARS
Level 7 296 Herston Road
Qld 4029
Australia
ABN: 41 687 119 230

Software Licence (Term) Agreement

CSIRO

Details of Licence	
Software	A binary version of the fourth generation terminology server, Ontoserver is a clinical terminology software tool with support for the FHIR ValueSet, CodeSystem and ConceptMap Resources. This agreement also includes use of Snapper, the product developed by CSIRO and named "Snapper", which enables creation of maps from existing term sets to SNOMED CT concepts, and the authoring of the FHIR terminology resources: CodeSystem, ValueSet, and ConceptMap. Snapper is operated by CSIRO.
Public Software	*The Software current as at the date of this Agreement requires the following components with associated licences to be embedded in or bundled with the Software:* *Apache 2.0* *Google Guava* *OWL API* *ELK* *Lucene* *Google Gson* *HAPI FHIR* *Maven* *Wagon* *POI* *Phloc Schematron* *Rome Tools*

	PostgresSQL (MIT/BSD-like)	
	Postgresql connector	
	BSD	
	ANTLR4	
	Eclipse Public Licence	
	Aether	
	These components are included with the current versions of the Software as at the date of this Agreement.	
Permitted Number of Users	There is no limit to the number of users	
Hardware	Ontoserver is provided as a Docker image. A docker-compose file is made available for configuration. Ontoserver hardware requirements- 2 CPUs, 2-4GB RAM	

License definition of central site for Support:

University Clinic of Cologne will act as a managing Agent. The License fee is for a horizontally scaled deployment architecture consisting of a single production endpoint fronting an unlimited number of Ontoserver replica instances, for end use in Germany only. The Client will be responsible for controlling the access to the Ontoserver replica instances and to limiting access to Consortia institutes in Germany only.

CSIRO will provide Tier 3 support for Ontoserver and Snapper in accordance with CSIRO's letter of offer to Cologne University acting on behalf of the HiGHMED Consortium dated 31 August 2019.

License definition of decentral site

Has no support included. This is not required. It includes only License to use (LTU)

Support description :

SU-Termserv will act a central supporter for all MII Members.

The support of additional sites is running via first line support of SU-Termserv

- First Line support is given by SU-Termserv (including Cologne)
- Second line support is signed up by University Clinic Cologne with another company in Germany.
- Third line support is included for central site with CSIRO (Australian time zone)

Date: 1 January 2024

TERMS OF LICENCE

1. Definitions

'CSIRO' means the Commonwealth Scientific and Industrial Research Organisation ABN 41 687 119 230, having its principal office at CSIRO Black Mountain Science and Innovation Park, Clunies Ross Street, Acton ACT, Australia.

'IP' means any rights in any existing or future copyright work, patentable invention, design, circuit layout, new plant variety, trademark, know-how or trade secret.

'Manual' means any documentation or instruction, whether in print or electronic format, relating to the installation or use of the Software.

'Public Software' means any computer program developed and made freely available by third parties to the public for research and development purposes, which CSIRO has incorporated into the Software.

'Update' means any revised or new version of the Software which provides for a technical improvement or error correction but does not necessarily provide additional functionality or performance.

'we', **'us'** or **'our'** means the Client and CSIRO severally.

'you' or **'your'** means the Client identified on the cover page.

Other capitalised expressions used in this Agreement have the meanings given to them in the cover page.

2. Licence

2.1   CSIRO will use its reasonable endeavours to supply you with the Software (and Manual) by the Start Date.

2.2   CSIRO grants you a non-exclusive, non-transferable licence for the Licence Period (including any period as extended under this Agreement) to use the Software (and Manual) for the Permitted Use, which unless otherwise stated is for your internal research or operational purposes and not for commercial use (including the provision of any reports, test results or findings to any third party).

2.3   You may extend the Licence Period for the further period stated under the Option to Extend on the cover page, provided you give CSIRO written notice before the End Date and you pay CSIRO the additional Fee applicable for the extension period. If you do not give notice to extend before the End Date, your rights to extend the Licence Period ceases on the End Date.

2.4   The Software is supplied in its binary (or object code) form only.

2.5   You may only allow the Permitted Number of Users to have access to the Software (and Manual) and you are responsible for ensuring that any users of the Software (and Manual) comply with all of the terms of this Agreement.

2.6   CSIRO provides the Public Software on the same terms on which it has been licensed to CSIRO, as far as CSIRO is allowed to do so. If CSIRO is not allowed to on-license the Public Software, you are responsible for obtaining from the relevant third party all the necessary rights to use the Public Software for your purposes

3. Installation and Support

3.1   You are responsible for installing and using the Software in accordance with the Manual or any directions given by CSIRO.

3.2   The Software is for use on the Hardware and may not be operated on any other hardware platform or configuration.

4. Software Support and Maintenance

4.1   Software support and maintenance will be provided in accordance with the letter of Offer to you dated 31 August 2019. Further instructions regarding the support process (including ticketing and response times) will be provided to you as soon as practicable. CSIRO has no obligation to provide you with any other bug fix support services for the Software.

5. Updates and Improvements

5.1   If CSIRO develops an Update to the Software (or Manual) it may make such Update available to you on the same terms as this Agreement and subject to the payment of an additional fee to be agreed.

5.2   You must not adapt, extend, enhance or make any other improvements to the Software (and the Manual) without CSIRO's written approval.

6. Back-up and Copying

6.1   Except for those back-up copies of the Software (and Manual) you are permitted to make by law, you must not copy the Software (and Manual). All such back-up copies made must display any copyright notices, confidentiality or other proprietary legends incorporated into the original copy.

6.2   You must notify CSIRO immediately on becoming aware of any unauthorised use or copying of the whole or any part of the Software (or Manual).

7. . IP Rights

7.1   CSIRO retains full ownership of the IP in the Software (and Manual). You do not have the right to sub-license, sell, rent, or distribute the Software (or the Manual) or the right to release the Software on the internet or any other public communication network. If you wish to obtain any further rights to make use of the Software you must negotiate with CSIRO for a separate agreement.

7.2   You must not: (a) reverse engineer, decompile, dissasemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted to decompile under

applicable law; (b) use the Software to develop copycat or functionally equivalent software or derivative software based on the IP embodied in the Software (and Manual); (c) allow the Software to be combined with or incorporated into other software; or (d) make the Software (and Manual) available to a third party for such unauthorised purposes.

8. Payments

8.1 You must pay CSIRO the Fee (and any Additional Expenses) in accordance with the Payment Terms. All invoices issued by CSIRO are to be paid within thirty (30) days after the date of the invoice. For GST purposes all invoices or receipts issued by CSIRO are tax invoices.

8.2 The Fee does not include freight, packing and transit insurance charges. If CSIRO has to pay any such charges, then you will be invoiced separately and must reimburse CSIRO for these charges.

8.3 All international conventions that might import contractual terms into this Agreement are excluded, including the United Nations Convention on Contracts for the International Sale of Goods.

8.4 You are responsible for obtaining any necessary import licences or permits and for paying any customs or import duties or taxes on such importation.

8.5 Goods and services supplied to Australian residents or for use in Australia are subject to tax under the GST law. Goods or services supplied to you under this Agreement will be treated as GST-free supplies under the GST law in reliance on your assurances that:

a) you are a non-resident for Australian income tax purposes;

b) you are not registered or required to be registered for GST purposes in Australia; and

c) you require the goods and services solely for use in your business or operations outside of Australia.

8.6 If goods or services supplied to you are subsequently classified as taxable because any of your assurances are incorrect, you must reimburse CSIRO on demand for the GST payable (including any interest, fine, penalty or other amount imposed upon CSIRO for failing to collect the GST).

8.7 The Fee must be paid to CSIRO in full, without any deduction, withholding, set-off or counterclaim for taxes, excises or duties. If any taxes, excises or duties are imposed then: (i) you will bear and pay all deductions and withholdings of any taxes, excises or duties directly to the relevant authorities; and (ii) separately pay CSIRO enough to ensure that CSIRO receives the full amount of the Fee on the due date.

9. Limitation of Liability

9.1 This Agreement does not exclude or limit any guarantee, condition, warranty, right or liability implied into it by law (including the Competition and Consumer Act 2010), the exclusion of which would contravene the law or cause this Agreement to be void ('non-excludable consumer warranties'). This Agreement is at all times to be read subject to such non-excludable consumer warranties.

9.2 CSIRO provides the Software 'as is' and any use of the Software is at your own risk. CSIRO gives no express warranty that: a) the Software is bug free or operates without causing interruptions or downtime; or b) your use will not infringe the IP of any third party.

9.3 CSIRO's liability to you for breach of any term of this Agreement or of any non-excludable consumer warranties is limited, at CSIRO's option, to repairing or replacing the Software or refunding the Fee.

9.4 CSIRO will not be liable to you for any loss of data, information, revenue, profit or business opportunity or for any damage to goodwill or reputation which is suffered by you in any way arising from your use of or inability to use the Software.

10. Dispute Resolution

10.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, including its existence, breach, validity or termination (Dispute) must be dealt with in accordance with this clause. This clause does not prevent any of us from seeking urgent injunctive or similar interim relief from a Court.

10.2 Any of us claiming that there is a Dispute must notify each other in writing and give details of that Dispute to each other's contact person specified in the cover page.

10.3 Any Dispute may be submitted to mediation in accordance with, and subject to, the Australian Centre for International Commercial Arbitration (ACICA) Mediation Rules. The mediation must take place in Sydney, Australia and be administered by ACICA.

10.4 If the Dispute cannot be resolved within 90 days (unless this period is extended by our mutual agreement in writing) from:

(a) the date it is submitted for mediation; or

(b) the date written notice of the Dispute is received;

then the Dispute must be resolved by arbitration in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules.

10.5 This arbitration agreement is governed by, and all Disputes must be resolved according to, the laws of New South Wales, Australia. The number of

arbitrators must be one. The place of arbitration is Sydney, New South Wales, Australia. The language of the arbitration must be English. The decision of the arbitrator (including any award as to costs) will be final and binding. CSIRO may, if required, disclose any information regarding the arbitration to its responsible government Minister, House of Parliament or a Committee of Parliament.

11. Termination

11.1   If either you or CSIRO breach this Agreement and that breach is not remedied within 30 days after receipt of notice to remedy, then the other may terminate this Agreement by written notice.

11.2   On termination of this Agreement the licence to use the Software (and the Manual) ceases and you must:

a)   stop using the Software (and the Manual);

b)   return to CSIRO or destroy (if requested by CSIRO) all copies of the Software (and the Manual) in your possession; and

c)   ensure that the Software (and the Manual) has been permanently removed from any equipment on which it has been downloaded or stored.

12. Use of CSIRO Name

You must not use CSIRO's name (that is, "CSIRO" or "Commonwealth Scientific and Industrial Research Organisation") in a manner that suggests that CSIRO endorses or is associated with your business, products or services. In no case may you use CSIRO's logo without first receiving CSIRO's prior written consent.

13. General

13.1   This Agreement records our entire agreement and supersedes all earlier agreements and representations that may have been made by CSIRO to you about the Software (and Manual).

13.2   This Agreement is governed by the law applicable to the State or Territory given in the CSIRO address specified at the top left corner of the cover page.

13.3   This Agreement may be executed in any number of counterparts. All executed counterparts constitute one document.

13.4   The terms in this Agreement override any contrary terms contained in any confirmation, letter or other documentation issued by you to CSIRO.

13.5   If any term of this Agreement is prohibited, void or unenforceable under any applicable law, it will be severed to the extent necessary to make this Agreement valid and enforceable. The severance of a term will not affect the validity or enforceability of the remaining terms of this Agreement.