## **Cyvision Restricted Academic License**

This Cyvision Restricted Academic License (the "License") applies to any original work of authorship (the "Original Work" or the "Software") whose owner (the "Licensor") has placed the following licensing notice adjacent to the copyright notice for the Original Work:

The term "External Deployment" means the use, distribution, or communication of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be used by anyone other than You, whether those works are distributed or communicated to those persons or made available as an application intended for use over a network.

Licensed under the Cyvision Restricted Academic License

- 1) Grant of Copyright License. Licensor GRANTS You a worldwide, royalty-free, non-exclusive license, for the duration of the copyright, to do the following:
- a) to perform the Original Work publicly for non-profit academic research purposes.
- b) to display the Original Work publicly for non-profit academic research purposes.
- 2) Grant of Copyright License. Licensor does NOT ALLOW the following uses without prior written consent:
- a) any other use other than for of academic research purpose.
- b) any form of External Deployment.
- c) sublicense, rent, sell, or lease any portion of this Software.
- d) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of this software, or create derivative works from this software.
- 3) Grant of Patent License. Licensor grants You a worldwide, royalty-free, non-exclusive license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, for the duration of the patents use the Original Work and Derivative Works solely for non-profit academic research purposes.
- 4) Exclusions From License Grant. Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used to endorse or promote products derived from this Original Work without express prior permission of the Licensor. Except as expressly stated herein, nothing in this License grants any license to Licensor's trademarks, copyrights, patents, trade secrets

or any other intellectual property. No patent license is granted to make, use, sell, offer for sale, have made, or import embodiments of any patent claims other than the licensed claims defined in Section 2. No license is granted to the trademarks of Licensor even if such marks are included in the Original Work. Nothing in this License shall be interpreted to prohibit Licensor from licensing under terms different from this License any Original Work that Licensor otherwise would have a right to license.

- 5) Warranty of Provenance and Disclaimer of Warranty. Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are owned by the Licensor or are sublicensed to You under the terms of this License with the permission of the contributor(s) of those copyrights and patent rights. Except as expressly stated in the immediately preceding sentence, the Original Work is provided under this License on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of non-infringement, merchantability or fitness for a particular purpose. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of this License. No license to the Original Work is granted by this License except under this disclaimer.
- 6) Limitation of Liability. Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to anyone for any indirect, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to the extent applicable law prohibits such limitation.
- 6) Termination for Patent Action. This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License as of the date You commence an action, including a cross-claim or counterclaim, against Licensor or any licensee alleging that the Original Work infringes a patent. This termination provision shall not apply for an action alleging patent infringement by combinations of the Original Work with other software or hardware.
- 7) Jurisdiction, Venue and Governing Law. Any action or suit relating to this License may be brought only in the courts of a jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any use of the Original Work outside the scope of this License or after its termination shall be subject to the requirements and penalties of copyright or patent law in the appropriate jurisdiction. This section shall survive the termination of this License.
- 8) Attorneys' Fees. In any action to enforce the terms of this License or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and

expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this License.

- 9) Miscellaneous. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.
- 10) Definition of "You" in This License. "You" throughout this License, whether in upper or lower case, means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.
- 11) Right to Use. You may use the Original Work in all ways not otherwise restricted or conditioned by this License or by law, and Licensor promises not to interfere with or be responsible for such uses by You.
- 12) THE CYBERNETIC VISION RESEARCH GROUP (CYVISION), UNIVERISADE DE SÃO PAULO (USP), INSTITUTE OF PHYSICS OF SÃO CARLOS (IFSC), MAKE NO REPRESENTATION ABOUT THE SUITABILITY OR ACCURACY OF THIS SOFTWARE OR DATA FOR ANY PURPOSE, AND MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THIS SOFTWARE OR DATA WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OF OTHER RIGHTS. IT IS PROVIDED "AS IS".