



**OGS**  
Istituto Nazionale  
di Oceanografia  
e di Geofisica  
Sperimentale

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ogs@pec.it  
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P.O. NUMBER

**prot. UCAI 5706 /22**

Date: 28/07/2022

←----- PURCHASE ORDER ----->

SUPPLIER

COMPANY GEMPA GmbH ADDRESS Heinrich Mann Allee 18/19  
14473 Postdam STATE GERMANY  
Ph. no. \_\_\_\_\_ FAX. No. \_\_\_\_\_  
KIND ATTN. Bernd Weber E-MAIL: weber@gempa.de

REF.: Your Quotation Q2022071222 enclosed

pos/item	DESCRIPTION	CURRENC	Q.ty	VAT	Unit. Price	Total price
1	Licence software MT (yearly)	EURO	1		2.200,00 €	2.200,00 €
2	Licence software GDS/GIS/QuakeLink (yearly) - EULA	EURO	1		2.200,00 €	2.200,00 €
	BILL TO: Istituto Nazionale di Oceanografia e di Geofisica Sperimentale - OGS Borgo Grotta Gigante 42/c 34010 Sgonico (Trieste) - ITALY VAT NR.: IT00055590327					

**Please enter code CIG nr. ZBF374F882 on the Invoice**

Payment method

Payment in advance after purchase order and invoicing by bank transfer.

Our ref.

Vat  
Disc

<b>Total</b>	<b>4.400,00 €</b>
<b>Trasport</b>	<b>- €</b>
<b>TOTAL</b>	<b>4.400,00 €</b>

SIGNATURE

Firmato digitalmente da: CALLEGARI FRANCESCO  
Data: 28/07/2022 11:35:07

OGS - Istituto Nazionale di Oceanografia e di Geofisica  
 Sperimentale  
 Centro di Ricerche Sismologiche (CRS)  
 Borgo Grotta Gigante 42/C  
 (34010) Sgonico - Trieste - Italia  
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gempa GmbH  
 Heinrich-Mann-Allee 18/19  
 D-14473 Potsdam

Dr. Bernd Weber

+49 [0] 331 288 1929  
 weber@gempa.de  
 http://www.gempa.de

Quote: Q2022071222  
 Issued: 05.07.2022  
 Expires: 14.08.2022

# Quote

## 7. yearly license for MT modules and GDS / GIS (validity Sep 01, 2022 to Aug 31, 2023)

#	Product	Description	Tax	Qty	Price	Total
1	License MT (yearly) :	Terms: - Binary license for MT - yearly license - License includes a passive license for a backup system - sold "as is"  Description: MT are automatic and interactive modules for moment tensor calculations by waveform inversion based on pre-calculated Green's functions. Green's functions for the PREM model sampled at 1 Hz are provided. Potential applications: - moment tensor calculation of significant earthquakes - regional and teleseismic monitoring	0%	1,00	2200,00 €	2200,00 €
2	License GDS/GIS/QuakeLink (yearly) :	Terms: - Binary license for GDS / GIS / QuakeLink - yearly license - License includes a passive license for a backup system - sold "as is"  Description: GDS is a template-based dissemination system for sending earthquake bulletins via email, twitter or sms. GIS generates maps and waveform plots which can be attached to the messages. Potential applications are: - Microseismic monitoring - Geothermal monitoring - Teleseismic monitoring For more details check the GDS brochure at <a href="https://docs.gempa.de/gds/brochure.pdf">https://docs.gempa.de/gds/brochure.pdf</a>	0%	1,00	2200,00 €	2200,00 €

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Subtotal (net, EUR)	4400,00 €
Tax	reverse charge
Total (gross, EUR)	4400,00 €

## Terms and Conditions

- **End-User License Agreement (EULA):** The End-User License Agreement is given in the "License information and Definitions" at the end of this quote / invoice. The EULA is valid for the end-user / customer OGS - Istituto Nazionale di Oceanografia e di Geofisica Sperimentale, Centro di Ricerche Sismologiche (CRS) , seated in Borgo Grotta Gigante 42/C, (34010) Sgonico - Trieste - Italia. The EULA applies to the following applications: MT, GDS/GIS/QuakeLink as well as all in addition provided or related gempa modules. The licenses are accessible after receipt of payment; the period of validity is specified in the contract or, unless otherwise specified, is one year from receipt of payment.
- The costs of bank transfer (end-to-end) will be paid by client.
- The taxes - if arising - are paid by client (VAT is charged in reverse).
- **Payment Terms:** 100% payment in advance after purchase order and invoicing

## License Information and Definitions

"Application": As given in Quote No. Q2022071222  
"Customer": As given in Quote No. Q2022071222

## End-User License Agreement ("Agreement")

This is an agreement between gempa GmbH and the "Customer".

Please read this End-User License Agreement ("Agreement") carefully before downloading or using the "Application".

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- provide any Updates, or
- continue to provide or enable any particular features and/or functionalities of the "Application" to you.

You further agree that all Updates will be

- deemed to constitute an integral part of the "Application", and
- subject to the terms and conditions of this Agreement.

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### Term and Termination

This Agreement shall remain in effect until terminated by you or gempa GmbH. This Agreement will terminate immediately, without prior notice from gempa GmbH, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the "Application" and all copies thereof from your mobile device or from your computer. Upon termination of this Agreement, you shall cease all use of the "Application" and delete all copies of the "Application" from your mobile device or from your computer. Termination of this Agreement will not limit any of gempa GmbH's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

## Indemnification

You agree to indemnify and hold gempa GmbH and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your:

- use of the "Application";
- violation of this Agreement or any law or regulation; or
- violation of any right of a third party.

## No Warranties

The "Application" is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, gempa GmbH, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the "Application", including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, gempa GmbH provides no warranty or undertaking, and makes no representation of any kind that the "Application" will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected. Without limiting the foregoing, neither gempa GmbH nor any gempa GmbH's provider makes any representation or warranty of any kind, express or implied:

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- that the "Application" will be uninterrupted or error-free;
- as to the accuracy, reliability, or currency of any information or content provided through the "Application"; or
- that the "Application", its servers, the content, or e-mails sent from or on behalf of gempa GmbH are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

## Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of gempa GmbH and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the "Application". To the maximum extent permitted by applicable law, in no event shall gempa GmbH or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the "Application", third-party software and/or third-party hardware used with the "Application", or otherwise in connection with any provision of this Agreement), even if gempa GmbH or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

## Amendments to this Agreement

gempa GmbH reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our "Application" after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the "Application".

## Governing Law

The laws of Brandenburg, Germany, excluding its conflicts of law rules, shall govern this Agreement and your use of the "Application". Your use of the "Application" may also be subject to other local, state, national, or international laws.

## Contact Information

If you have any questions about this Agreement, please contact us.

## Entire Agreement

The Agreement constitutes the entire agreement between you and gempa GmbH regarding your use of the "Application" and supersedes all prior and contemporaneous written or oral agreements between you and gempa GmbH. You may be subject to additional terms and conditions that apply when you use or purchase other gempa GmbH's services, which gempa GmbH will provide to you at the time of such use or purchase.