MCIS-License

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this License provided by D. Osorio. To the extent this MCIS-License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Section 1 - Definitions.

- a. Adapted Material means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor.
- b. Adapter's License means the license You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this License.
- c. Copyright and Similar Rights means copyright and/or similar rights, closely related to the definition of copyright in §§ 2 ff and §§ 69a-g UrhG.
- d. Effective Technological Measures means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- e. Exceptions and Limitations means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- f. Licensed Material means the artistic or literary work, database, or other material to which the Licensor applied this License.
- g. Licensed Rights means the rights granted to You subject to the terms and conditions of this License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
 - h. Licensor means the individual(s) or entity(ies) granting rights under this License.
- i. NonCommercial means not primarily intended for or directed towards commercial advantage or monetary compensation. For purposes of this License, the exchange of the Licensed Material for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is NonCommercial provided there is no payment of monetary compensation in connection with the exchange.
- j. Share means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.
- k. "You" means the individual or entity exercising the Licensed Rights under this License. "Your" has a corresponding meaning.

Section 2 – License grant.

- 1. Subject to the terms and conditions of this License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:
- A. reproduce and Share the Licensed Material, in whole or in part, for NonCommercial purposes only; and
 - B. produce, reproduce, and Share Adapted Material for NonCommercial purposes only.
 - 2. Term. The term of this License is specified in Section 5(a).

3. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this License, simply making modifications authorized by this Section 2(a)(4) never produces Adapted Material.

4. Downstream recipients.

A. Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this License.

B. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.

5. No endorsement. Nothing in this License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section 3(a)(1)(A)(i).

Section 3 - License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

- a. Attribution.
 - 1. If You Share the Licensed Material (including in modified form), You must:
 - A. retain the following if it is supplied by the Licensor with the Licensed Material:

i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, by citing the following paper: D. Osorio-Roig, C. Rathgeb, M. Gomez-Barrero, A. Morales-González, E. Garea-Llano and C. Busch, "Visible Wavelength Iris Segmentation: A Multi-Class Approach using Fully Convolutional Neuronal Networks", in Proc. Int. Conf. of the Biometrics Special Interest Group (BIOSIG), 2018.;

- ii. a copyright notice;
- iii. a notice that refers to this License;
- iv. a notice that refers to the disclaimer of warranties;
- v. a URI or hyperlink to https://dasec.h-da.de/research/biometrics/mcis/ to the extent

reasonably practicable;

- B. indicate if You modified the Licensed Material and retain an indication of any previous
- 2. You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.
- 3. If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.
- 4. If You Share Adapted Material You produce, the Adapter's License You apply must not prevent recipients of the Adapted Material from complying with this License.

Section 4 - Disclaimer of Warranties and Limitation of Liability.

- a. Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.
- b. To the extent permitted by law, in no event will the Licensor be liable for any lack of success and indirect damages. In case of intent and gross negligence as well as for damages resulting from injury to life, body or health, the Licensor shall be fully liable. In case of ordinary or slight negligence, Licensor shall be liable only for breaches of a material contractual obligation. All liabilities in accordance with the above clauses shall be limited to the typical, foreseeable damages.

Section 5 - Term and Termination.

- a. This License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this License, then Your rights under this License terminate automatically.
 - b. Where Your right to use the Licensed Material has terminated under Section 5(a), it reinstates:
- 1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
 - 2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 5(b) does not affect any right the Licensor may have to seek remedies for Your violations of this License.

- c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this License.
 - d. Sections 1, 4, 5, 6, and 7 survive termination of this License.

Section 6 - Other Terms and Conditions.

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this License.

Section 7 – Interpretation.

- a. For the avoidance of doubt, this License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this License.
- b. To the extent possible, if any provision of this License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this License without affecting the enforceability of the remaining terms and conditions.
- c. No term or condition of this License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- d. Place of jurisdiction is Cuba. The parties agree on the exclusive applicability of the right of Cuba, i.e. the contract / the contractual relationship shall be governed exclusively by Cuban law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

Date, institution	and signature	of licensee	