

Sublicense agreement – Use of OpenEPC derived binaries in PhantomNet Testbed

Parties.

University of Utah, 201 Presidents Cir, Salt Lake City, UT 84112, USA
(hereafter referred to as “University of Utah”);

Fraunhofer Gesellschaft zur Förderung der angewandten Forschung e.V.,
Hansastraße 27c, D-80686 München, Germany
for its Fraunhofer-Institute for Open Communication Systems (FOKUS),
Kaiserin-Augusta-Allee 31, D-10589 Berlin, Germany
(hereafter referred to as “FhG”);

and the undersigned sub-licensee (hereafter referred to as “Sub-licensee”).

PhantomNet testbed.

This agreement concerns the use of the PhantomNet facility (hereafter referred to as the “Testbed”), a research infrastructure operated by the University of Utah to enable research at the intersection of mobile networking, cloud computing and software defined networking.

OpenEPC derived binaries.

This agreement concerns the distribution of OpenEPC derived binaries (hereafter referred to as the “Software”), which includes original and modified components of the OpenEPC project copyrighted by FhG. (Fraunhofer FOKUS www.fokus.fraunhofer.de).

OpenEPC is prototype implementation of the 3GPP Evolved Packet Core (EPC) that will allow academic and industrial researchers and engineers around the world to obtain a practical look and feel of the capabilities of the Evolved Packet Core. The software is available since April 2010 and its main features are described on www.openepc.net. OpenEPC can be integrated with various access network technologies (2G/GPRS, 3G/UMTS, 4G/LTE, WiFi and so on) and different application domains (e.g. IMS, VoLTE, RCS) and thus provides an excellent foundation for own research activities and/or the establishment of Next Generation Mobile Network test-beds like the Fraunhofer FOKUS FUSECO Playground for FUTURE SEAMLESS COMMUNICATION (www.fuseco-playground.org).

OpenEPC, as a research prototype, does not claim any full compliance with the 3GPP, IETF or other standards. It does not currently represent a commercial-ready product for serving any of the carrier-grade requirements and should not be used for such purposes. Any experimentation results be obtained on OpenEPC, upon publication you are kindly asked to properly disclose the prototype implementation status of OpenEPC and its nature as a test-bed toolkit and not a carrier-grade product or a full implementation of the standards, for example by citing Fraunhofer FOKUS' academic publications on the project.

Agreement.

By signing this agreement the Sub-licensee agrees to the following:

Acceptable use of Testbed.

Abuse of the Testbed or its other users, in any form, will result in termination of access. Abuse includes using the Testbed for other than a project's stated purpose.

Acceptable use of Software.

FhG has granted the University of Utah the right to redistribute binaries of the Software for use in the Testbed. Sub-licensee is allowed to use the Software exclusively for academic research purposes within the Testbed. Sub-licensee is not allowed to use the Software for any other purpose or to distribute it outside of the Testbed.

Any attempt to circumvent protection mechanisms associated with the Software constitutes abuse and is a violation of the sub-license agreement.

Indemnification.

To the extent available under law, Sub-licensee will indemnify and hold harmless University of Utah and FhG, its employees, agents and representatives against any and all claims arising from its use of the Software or Testbed. Software may be subject to patents or other intellectual property protection. Sub-licensee will indemnify and hold harmless University of Utah and FhG, its employees, agents, and representatives against any and all claims of patent or copyright infringement from Sub-licensee's use of Software.

Disclaimer.

University of Utah is providing broad access to the Testbed in the hope that it will be useful, but does so WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

Institution: _____

Address: _____

Name: _____

Signature: _____

Date: _____