NOVA NON-COMMERCIAL LICENSE

Version 1.1 last updated July 6, 2020

1. Copyright notice

Copyright (c) Antoine Duval, born on 22/12/1993 at Caen in France and based in France, (address: 16 Domaine du Jonquay 76570 Mesnil-Panneville).

2. Copyright license

- 2.1. <u>Grant of license</u>. Subject to the terms and conditions of this license, the licensor as indicated in the copyright notice above ("**Licensor**") hereby grants to you a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce NOVA software ("**Software**"), prepare original works of authorship based on or derived from Software ("**Derivative Works**"), copy, modify, publish, perform, and distribute Software and Derivative Works (jointly, "**Deliverables**").
- 2.2. <u>Permitted use</u>. Your permitted use of Deliverables involves practicing the rights granted under this license for such non-commercial purposes as education, research, study, and personal use, testing and demonstration.
- 2.3. <u>Prohibited use</u>. Your use of Deliverables may not be intended for or result in commercial advantage or monetary compensation the commercial use includes, without limitation, running business or professional operations, licensing, leasing, bartering, selling and distributing Deliverables, irrespective of whether commercial purposes are contemplated or sought. Your use of Deliverables in commercial or like settings, such as within your capacity as employee of a business entity, is strictly limited to evaluation, development and testing tier of a software deployment architecture. For the avoidance of doubt, the use of Deliverables by governmental and intergovernmental entities, such as public offices, falls within the commercial use.

3. Miscellaneous

- 3.1. <u>License key</u>. In order to use Deliverables, you have to apply a license key defined in the relevant Software documentation as from time to time amended.
- 3.2. <u>Pull requests</u>. Licensor facilitates, welcomes, and makes use of pull requests which may be of service also to you.
- 3.3. Redistribution. You may reproduce and distribute copies of Deliverables in any medium, with or without modifications, and in source or object form, provided that you meet the following conditions: (a) you must give any other recipients of Deliverables a copy of this license; and (b) you must cause any modified files to carry prominent notices stating that you changed the files; and (c) you must retain, in the source form of any Derivative Works that you distribute, all copyright, trademark, and attribution notices from the source form of Software, excluding those notices that do not pertain to any part of the Derivative Works; and (d) if Software includes a "notice" text file as part of its distribution, then any Derivative Works that you distribute must include a readable copy of the attribution notices contained within such notice file, excluding those notices that do not pertain to any part of the Derivative Works. The contents of the notice file are for informational purposes only and do not modify this license.
- 3.4. <u>Trademarks</u>. This license does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of Deliverables and reproducing the content of the notice file.

4. Disclaimer and limitation

- 4.1. <u>Disclaimer of warranty</u>. UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, LICENSOR PROVIDES SOFTWARE ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING DELIVERABLES AND ASSUME ANY RISKS ASSOCIATED WITH YOUR EXERCISE OF PERMISSIONS UNDER THIS LICENSE
- 4.2. <u>Limitation of liability</u>. IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, UNLESS REQUIRED BY APPLICABLE LAW (SUCH AS DELIBERATE AND GROSSLY NEGLIGENT ACTS) OR AGREED TO IN WRITING, SHALL LICENSOR BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING AS A RESULT OF THIS LICENSE OR OUT OF THE USE OR INABILITY TO USE DELIVERABLES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.