FREE SOFTWARE LICENSE AGREEMENT FOR NON-COMMERCIAL PURPOSES

Preamble

The purpose of this Free Software license agreement is to grant users the right to modify and redistribute the software governed by this license within the framework of an open source distribution model but **only for non-commercial purposes**.

The exercising of this right is conditional upon certain obligations for users so as to preserve this status for all subsequent redistributions.

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This Agreement may apply to any or all software for which the holder of the economic rights decides to submit the use thereof to its provisions.

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Article 1 - DEFINITIONS

For the purpose of this Agreement, when the following expressions commence with a capital letter, they shall have the following meaning:

Agreement: means this license agreement, and its possible subsequent versions and annexes.

Software: means the software in its Object Code and/or Source Code form and, where applicable, its documentation, "as is" when the Licensee accepts the Agreement.

Initial Software: means the Software in its Source Code and possibly its Object Code form and, where applicable, its documentation, "as is" when it is first distributed under the terms and conditions of the Agreement.

Modified Software: means the Software modified by at least one Contribution.

Source Code: means all the Software's instructions and program lines to which access is required so as to modify the Software.

Object Code: means the binary files originating from the compilation of the Source Code.

Holder: means the holder(s) of the economic rights over the Initial Software.

Licensee: means the Software user(s) having accepted the Agreement.

Contributor: means a Licensee having made at least one Contribution.

Licensor: means the Holder, or any other individual or legal entity, who distributes the Software under the Agreement.

Contribution: means any or all modifications, corrections, translations, adaptations and/or new functions integrated into the Software by any or all Contributors, as well as any or all Internal Modules.

Module: means a set of sources files including their documentation that enables supplementary functions or services in addition to those offered by the Software.

External Module: means any or all Modules, not derived from the Software, so that this Module and the Software run in separate address spaces, with one calling the other when they are run.

Internal Module: means any or all Module, connected to the Software so that they both execute in the same address space.

Parties: mean both the Licensee and the Licensor.

These expressions may be used both in singular and plural form.

Article 2 - PURPOSE

The purpose of the Agreement is the grant by the Licensor to the Licensee of a non-exclusive, **for non-commercial purposes only**, transferable and worldwide license for the Software as set forth in Article 5 hereinafter for the whole term of the protection granted by the rights over said Software.

Article 3 - ACCEPTANCE

3.1 The Licensee shall be deemed as having accepted the terms and conditions of this Agreement upon the occurrence of the first of the following events:

- (i) loading the Software by any or all means, notably, by downloading from a remote server, or by loading from a physical medium;
- (ii) the first time the Licensee exercises any of the rights granted hereunder.

3.2 One copy of the Agreement, containing a notice relating to the characteristics of the Software, to the use limited to non-commercial purposes, to the limited warranty, and to the fact that its use is restricted to experienced users has been provided to the Licensee prior to its acceptance as set forth in Article 3.1 hereinabove, and the Licensee hereby acknowledges that it has read and understood it.

Article 4 - EFFECTIVE DATE AND TERM

4.1 EFFECTIVE DATE

The Agreement shall become effective on the date when it is accepted by the Licensee as set forth in Article 3.1.

4.2 TERM

The Agreement shall remain in force for the entire legal term of protection of the economic rights over the Software.

Article 5 - SCOPE OF RIGHTS GRANTED

The Licensor hereby grants to the Licensee, who accepts, the following rights over the Software for a non-commercial use, and for the term of the Agreement, on the basis of the terms and conditions set forth hereinafter.

Besides, if the Licensor owns one or more patents protecting all or part of the functions of the Software or of its components, the Licensor undertakes not to enforce the rights granted by these patents against successive Licensees using or modifying the Software. If these patents are transferred, the Licensor undertakes to have the transferees subscribe to the obligations set forth in this paragraph.

5.1 RIGHT OF USE

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2. a notice relating to the limitation of both the Licensor's warranty and liability as set forth in Articles 8 and 9,

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5.3.2 DISTRIBUTION OF MODIFIED SOFTWARE

When the Licensee makes a Contribution to the Software, the terms and conditions for the distribution of the resulting Modified Software become subject to all the provisions of this Agreement.

The Licensee is authorized to distribute the Modified Software, in source code or object code form, **for non-commercial purposes only, free of charge**, provided that said distribution complies with all the provisions of the Agreement and is accompanied by:

1. a copy of the Agreement,
2. a notice relating to the limitation of both the Licensor's warranty and liability as set forth in Articles 8 and 9,

and, in the event that only the object code of the Modified Software is redistributed,

3. a note stating the conditions of effective access to the full source code of the Modified Software for a period of at least three years from the distribution of the Modified Software, free of charge.

5.3.3 DISTRIBUTION OF EXTERNAL MODULES

When the Licensee has developed an External Module, the terms and conditions of this Agreement do not apply to said External Module, that may be distributed under a separate license agreement.

Article 6 - INTELLECTUAL PROPERTY

6.1 OVER THE INITIAL SOFTWARE

The Holder owns the economic rights over the Initial Software. Any or all use of the Initial Software is subject to compliance with the terms and conditions under which the Holder has elected to distribute its work and no one shall be entitled to modify the terms and conditions for the distribution of said Initial Software.

The Holder undertakes that the Initial Software will remain ruled at least by this Agreement, for the duration set forth in Article 4.2.

6.2 OVER THE CONTRIBUTIONS

The Licensee who develops a Contribution is the owner of the intellectual property rights over this Contribution as defined by applicable law.

6.3 OVER THE EXTERNAL MODULES

The Licensee who develops an External Module is the owner of the intellectual property rights over this External Module as defined by applicable law and is free to choose the type of agreement that shall govern its distribution.

6.4 JOINT PROVISIONS

The Licensee expressly undertakes:

1. not to remove, or modify, in any manner, the intellectual property notices attached to the Software;
2. to reproduce said notices, in an identical manner, in the copies of the Software modified or not.

The Licensee undertakes not to directly or indirectly infringe the intellectual property rights on the Software of the Holder and/or Contributors, and to take, where applicable, vis-à-vis its staff, any and all measures required to ensure respect of said intellectual property rights of the Holder and/or Contributors.

Article 7 - RELATED SERVICES

7.1 Under no circumstances shall the Agreement oblige the Licensor to provide technical assistance or maintenance services for the Software.

7.2 Similarly, any Licensee is not entitled to offer this types of services for the Software for commercial purposes.

Article 8 - LIABILITY

8.1 Subject to the provisions of Article 8.2, the Licensee shall be entitled to claim compensation for any direct loss it may have suffered from the Software as a result of a fault on the part of the relevant Licensor, subject to providing evidence thereof.

8.2 The Licensor's liability is limited to the commitments made under this Agreement and shall not be incurred as a result of in particular: (i) loss due the Licensee's total or partial failure to fulfill its obligations, (ii) direct or consequential loss that is suffered by the Licensee due to the use or performance of the Software, and (iii) more generally, any consequential loss. In particular the Parties expressly agree that any or all pecuniary or business loss (i.e. loss of data, loss of profits, operating loss, loss of customers or orders, opportunity cost, any disturbance to business activities) or any or all legal proceedings instituted against the Licensee by a third party, shall constitute consequential loss and shall not provide entitlement to any or all compensation from the Licensor.

Article 9 - WARRANTY

9.1 The Licensee acknowledges that the scientific and technical state-of-the-art when the Software was distributed did not enable all possible uses to be tested and verified, nor for the presence of possible defects to be detected. In this respect, the Licensee's attention has been drawn to the risks associated with loading, using, modifying and/or developing and reproducing the Software which are reserved for experienced users.

The Licensee shall be responsible for verifying, by any or all means, the suitability of the product for its requirements, its good working order, and for ensuring that it shall not cause damage to either persons or properties.

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9.3 The Licensee acknowledges that the Software is supplied "as is" by the Licensor without any other express or tacit warranty, other than that provided for in Article 9.2 and, in particular, without any warranty as to its secured, safe, innovative or relevant nature.

Specifically, the Licensor does not warrant that the Software is free from any error, that it will operate without interruption, that it will be compatible with the Licensee's own equipment and software configuration, nor that it will meet the Licensee's requirements.

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Article 10 - TERMINATION

10.1 In the event of a breach by the Licensee of its obligations hereunder, the Licensor may automatically terminate this Agreement thirty (30) days after notice has been sent to the Licensee and has remained ineffective.

10.2 A Licensee whose Agreement is terminated shall no longer be authorized to use, modify or distribute the Software. However, any licenses that it may have granted prior to termination of the Agreement shall remain valid subject to their having been granted in compliance with the terms and conditions hereof.

Article 11 - MISCELLANEOUS

11.1 EXCUSABLE EVENTS

Neither Party shall be liable for any or all delay, or failure to perform the Agreement, that may be attributable to an event of force majeure, an act of God, a pandemic or an outside cause, such as defective functioning or interruptions of the electricity or telecommunications networks, network paralysis following a virus attack, intervention by government authorities, natural disasters, water damage, earthquakes, fire, explosions, strikes and labor unrest, war, etc.

11.2 Any failure by either Party, on one or more occasions, to invoke one or more of the provisions hereof, shall under no circumstances be interpreted as being a waiver by the interested Party of its right to invoke said provision(s) subsequently.

11.3 The Agreement cancels and replaces any or all previous agreements, whether written or oral, between the Parties and having the same purpose, and constitutes the entirety of the agreement between said Parties concerning said purpose. No supplement or modification to the terms and conditions hereof shall be effective as between the Parties unless it is made in writing and signed by their duly authorized representatives.

11.4 In the event that one or more of the provisions hereof were to conflict with a current or future applicable act or legislative text, said act or legislative text shall prevail, and the Parties shall make the necessary amendments so as to comply with said act or legislative text. All other provisions shall remain effective. Similarly, invalidity of a provision of the Agreement, for any reason whatsoever, shall not cause the Agreement as a whole to be invalid.

Article 12 - GOVERNING LAW AND JURISDICTION

12.1 The Agreement is governed by French law. The Parties agree to endeavor to seek an amicable solution to any disagreements or disputes that may arise during the performance of the Agreement.

12.2 Failing an amicable solution within two (2) months as from their occurrence, and unless emergency proceedings are necessary, the disagreements or disputes shall be referred to the Paris Courts having jurisdiction, by the more diligent Party.