

CeCILL-C FREE SOFTWARE LICENSE AGREEMENT

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- * firstly, compliance with the principles governing the distribution of Free Software: access to source code, broad rights granted to users,
- * secondly, the election of a governing law, French law, with which it is conformant, both as regards the law of torts and intellectual property law, and the protection that it offers to both authors and holders of the economic rights over software.

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Preamble

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Parties: mean both the Licensee and the Licensor.

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

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The purpose of the Agreement is the grant by the Licensor to the Licensee of a non-exclusive, 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.

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- * (ii) the first time the Licensee exercises any of the rights granted hereunder.

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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

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When the Licensee creates Derivative Software, this Derivative Software may be distributed under a license agreement other than this Agreement, subject to compliance with the requirement to include a notice concerning the rights over the Software as defined in Article 6.4. In the event the creation of the Derivative Software required modification of the Source Code, the Licensee undertakes that:

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2. the Integrated Contributions in the resulting Modified Software will be clearly identified and documented,
3. the Licensee will allow effective access to the source code of the Modified Software, at a minimum during the entire period of distribution of the Derivative Software, such that such modifications may be carried over in a subsequent version of the Software; it being understood that the additional cost of purchasing the source code of the Modified Software shall not exceed the cost of transferring the data.

5.3.4 COMPATIBILITY WITH THE CeCILL LICENSE

When a Modified Software contains an Integrated Contribution subject to the CeCILL license agreement, or when a Derivative Software contains a Related Module subject to the CeCILL license agreement, the provisions set forth in the third item of Article 6.4 are optional.

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6.1 OVER THE INITIAL SOFTWARE

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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 INTEGRATED CONTRIBUTIONS

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

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The Licensee who develops a Related Module is the owner of the intellectual property rights over this Related Module as defined by applicable law and is free to choose the type of agreement that shall govern its distribution under the conditions defined in Article 5.3.3.

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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.

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7.2 Similarly, any Licensor is entitled to offer to its licensees, under its sole responsibility, a warranty, that shall only be binding upon itself, for the redistribution of the Software and/or the Modified Software, under terms and conditions that it is free to decide. Said warranty, and the financial terms and conditions of its application, shall be subject of a separate instrument executed between the Licensor and the Licensee.

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.

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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.

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9.2 The Licensor hereby represents, in good faith, that it is entitled to grant all the rights over the Software (including in particular the rights set forth in Article 5).

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 commercial value, its secured, safe, innovative or relevant nature.

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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 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.

11.5 LANGUAGE

The Agreement is drafted in both French and English and both versions are deemed authentic.

Article 12 - NEW VERSIONS OF THE AGREEMENT

12.1 Any person is authorized to duplicate and distribute copies of this Agreement.

12.2 So as to ensure coherence, the wording of this Agreement is protected and may only be modified by the authors of the License, who reserve the right to periodically publish updates or new versions of the Agreement, each with a separate number. These subsequent versions may address new issues encountered by Free Software.

12.3 Any Software distributed under a given version of the Agreement may only be subsequently distributed under the same version of the Agreement or a subsequent version.

Article 13 - GOVERNING LAW AND JURISDICTION

13.1 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.

13.2 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.

Version 1.0 dated 2006-09-05.