

# Software license

## Preamble

The Interdisciplinary Institute of Neuroscience (IINS - UMR5297 - CNRS / University of Bordeaux), located at 146 Rue Léo Saignat, 33000 Bordeaux has developed the software PALMTracer, hereinafter the "SOFTWARE".

The CNRS and the University of Bordeaux, hereinafter referred to as the "HOLDERS", are the holders of the economic rights in the SOFTWARE.

This Agreement is a license the purpose of which is to grant users, hereinafter referred to as the "BENEFICIARY", access to the SOFTWARE for use for research purposes governed by this license. Modification and redistribution of the code are strictly forbidden.

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## Article 1: Object

The contract comes into force for a period of twenty four (24) months from the date of acceptance of the terms of the contract, which is deemed acquired by loading the SOFTWARE by any means, including downloading from a remote server or loading from a physical medium.

The SOFTWARE is provided in the following form:

Windows installer package file that can be downloaded from the following URL:

<https://goo.gl/forms/kGAgVUrnWzoEFivW2>

## Article 2 - Right of use

THE HOLDERS grant the BENEFICIARY a non-exclusive and non-transferable right to use the SOFTWARE for his own research needs.

For the execution of the present conditions, the SOFTWARE it is agreed that the right of use includes: the loading, the display, the execution, or the storage of the SOFTWARE on any medium for the duration specified within article 1.

## Article 3 - Warranty and Maintenance

The BENEFICIARY agrees to receive the SOFTWARE as is, without any guarantee.

It is understood that the HOLDERS are not responsible for the implementation of the SOFTWARE on the computers of the BENEFICIARY, for their testing, for any technical

intervention, nor for providing the BENEFICIARY with the versions of the SOFTWARE developed by the HOLDERS later.

#### **Article 4 - Termination**

The HOLDERS reserve the right to unilaterally and automatically terminate the license of use, without prejudice to any damages in the event of copyright infringement.

In the event of termination, the BENEFICIARY undertakes to proceed to the uninstallation of the SOFTWARE on each computer.

In addition, all clauses of the articles relating to the ownership, confidentiality and use of the SOFTWARE and confidential information will continue to apply for ten years after the expiry date of this document.

#### **Article 5 - Sublicense**

The BENEFICIARY may only use the SOFTWARE for his own research needs. The BENEFICIARY forbids himself to grant sub-licenses and may not grant, even free of charge, the right of use to third parties.

#### **Article 6 - Property**

The SOFTWARE and its documentation referred to in section 1, as well as any copy, remain the exclusive property of the HOLDERS.

The SOFTWARE may not be assigned or transferred without the consent of the HOLDERS.

The license granted by the HOLDERS gives the BENEFICIARY the right to use the SOFTWARE belonging to the HOLDERS, which implies that:

- The BENEFICIARY undertakes to use this SOFTWARE only for its own research needs. It is prohibited to provide the SOFTWARE in any form whatsoever or to make it available to anyone except its staff,
- The BENEFICIARY undertakes not to develop or market the SOFTWARE subject of this license or products likely to compete,
- THE HOLDERS grant to the BENEFICIARY the non-transferable and non-exclusive right to use the SOFTWARE, within the limit of the number of computers indicated in this document,
- The BENEFICIARY may not modify the SOFTWARE, nor adapt it without the express prior written authorization of the HOLDERS,
- The BENEFICIARY will not be able to correct errors modifying the SOFTWARE.

#### **Article 7 - Inadmissibility**

It is expressly agreed that the rights granted by the HOLDERS can not be transferred to a third party by the BENEFICIARY.

#### **Article 8 - Delivery and installation of the SOFTWARE**

The HOLDERS will give to the BENEFICIARY the SOFTWARE composed of the programs delivered in language directly assimilated by the computer envisaged in the configuration, and its documentation.

It is the responsibility of the project manager designated by the BENEFICIARY to install the SOFTWARE and ensure the proper functioning of the latter before proceeding to its dissemination on the other materials of the BENEFICIARY.

The installation will be deemed performed as soon as the SOFTWARE is physically installed on the material/computer.

#### **Article 9 - Backup copy**

As a security The BENEFICIARY will be able to make only the backup copies proving necessary for its exploitation. These copies will remain the property of the HOLDERS and must be the subject of an inventory accessible to the latter.

#### **Article 10 - Disclosure**

The SOFTWARE is part of the manufacturing secrets and know-how of the HOLDERS and must be considered by the BENEFICIARY as confidential information, whether or not it may be protected by an intellectual property right, patent, copyright, or in another way.

As such, the BENEFICIARY is prohibited from communicating the SOFTWARE in its source or executable versions as well as the programs and other elements (documentation, etc.) constituting all or part of the SOFTWARE. The BENEFICIARY also undertakes to take all necessary measures to ensure that the SOFTWARE and its documentation are not made available to third parties and undertakes that its staff respects these obligations and the copyrights of HOLDERS.

The BENEFICIARY undertakes to take all the necessary precautions to prevent the disclosure or the illicit reproduction or use by his staff and service providers, in particular by signing a personal commitment to confidentiality. The BENEFICIARY is prohibited from using the specifications of the SOFTWARE to create or allow the creation of a program with the same destination.

When publishing or presenting any studies or results obtained through the use of the SOFTWARE, mention shall be made of the origin of the SOFTWARE, that is to say the HOLDERS and the AUTHORS of the SOFTWARE.

#### **Article 11 - Amendments**

The BENEFICIARY undertakes to make no changes to the items provided by the HOLDERS, without the prior written consent of the latter.

## **Article 12 - Liability**

HOLDERS are subject to an obligation of means, to the exclusion of all others. The BENEFICIARY assumes all responsibilities other than the conformity of the SOFTWARE with the specifications and in particular those concerning:

- the adequacy of the SOFTWARE to its needs,
- the operation of the SOFTWARE,
- the qualification and competence of its staff.

The BENEFICIARY assumes all the possible malfunctions and damages due to a modification of the SOFTWARE, even minimal, carried out with or without the authorization of the HOLDERS. The BENEFICIARY expressly acknowledges having received from the HOLDERS all the necessary information allowing to assess the adequacy of the SOFTWARE to the needs of the BENEFICIARY and to take all the necessary precautions for its implementation and its exploitation. The HOLDERS will under no circumstances be held liable for any direct or indirect damage, even if they have been informed of such damages.

The BENEFICIARY will be solely responsible for the use of the SOFTWARE.

## **Article 13 - New versions of the license**

In order to maintain consistency, the text of the contract is protected and can only be changed by the license writers, who reserve the right to periodically publish updates or new versions of the contract, each of which will have separate number.

## **Article 14 - Disputes**

These general conditions are subject to French law.

In the absence of an amicable agreement within a period of two months from their occurrence, any dispute relating to the interpretation of these terms and conditions will be submitted to the competent French courts.