

**LICENSE contract for the FREE USE
OF MUSCADE SOFTWARE AND THE RELATED DEVELOPMENT TOOLKIT
(Version 6.5 / 2015-01-01 and later)**

BY ACCEPTING THE TERMS OF THIS CONTRACT, THE ‘COMMISSARIAT A L’ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES ‘(« CEA ») GRANTS YOU (“THE LICENSEE”) A LICENSE TO USE THE SOFTWARE AND DEVELOPMENT KIT IDENTIFIED BELOW, AND NECESSARY FOR YOUR RESEARCH REQUIREMENTS.

IN USING SAID SOFTWARE AND THE RELATED DEVELOPMENT KIT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE PROVISIONS OF THE CONTRACT. IF YOU ACCEPT SAID PROVISIONS IN THE NAME OF A COMPANY OR ANY OTHER LEGAL ENTITY YOU INDICATE THAT YOU HAVE LEGAL AUTHORITY TO MAKE THESE PROVISIONS BINDING ON THIS LEGAL ENTITY.

1. DEFINITIONS

“Contract”: designates this LICENSE contract.

“Product Application”: designates all data files created with the help of the MUSCADE Tool Kit, of which all or part is interpreted by the software and integrated into a product.

“Software”: designates all binary codes and its MUSCADE computer program libraries available as they stand on the Contract signing date, owned by CEA, and its related Documentation.

“Trademark”: designates the French trademark “MUSCADE ®” filed by the CEA on 16 June 2009 under number 093657618.

“Updates”: designates the updates of the MUSCADE Software and its Tool Kit available for the contractual term on MUSCADE distribution servers.

“Runtime Number”: designates the number which will be supplied to the Licensee when the Contract enters into force.

“Licence Number”: designates the licence number associated with the installation and use of a MUSCADE Tool kit on a single computer. This license number is also used to access the user login and download the Updates on a CEA server.

“MUSCADE distribution server”: designates the CEA/DSM/IRFU servers onto which the MUSCADE Tool Kit, the Software, all its updates as well as any additional software component or documentation can be downloaded.

“MUSCADE Tool kit”: designates the computer development kit associated with the Software enabling development of the Product Application.

2. PURPOSE

The purpose of the Contract is to determine the conditions according to which the CEA grants the Licensee a free, not exclusive, not transferable Software LICENSE to use the MUSCADE Tool kit and the Trademark.

3. USER LICENSE

This LICENSE grants the right to use the Software free of charge in line with its purpose as described in its documentation, as well as the MUSCADE Tool kit, for one's own research purposes (tests...), and in particular so as to develop Product Applications, beyond any use for the purpose of providing this service to third parties, or any advertising or commercial usage.

For the purposes of the Contract, the term "commercial usage" includes, in particular:

- any profit or commercial revenue;
- any use of the Software and/or MUSCADE Tool kit, and Product Application in research agreements, consultations or collaboration with a commercial company and/or with a third party, if this use leads to sale.

The Licensee cannot carry out any partial or total reproduction of the Software and/or MUSCADE Tool kit, and/or Product Application, of any type, with the exception:

- of the reproduction strictly necessitated by the loading, display, execution, transmission or storage of the Software and/or MUSCADE Tool kit, and/or Product Application for the sole purposes of its use, or
- the making of a backup copy, and one only, while taking all necessary precautions to avoid any distribution thereof. In the event of the use of a copy, this Contract will apply to it.

No copy of documentation may be made without the prior written agreement of the CEA

The Licensee may not translate, adapt, arrange or modify the Software and MUSCADE Tool kit, or even carry out or have carried out the correction of its faults.

Also prohibited is any reverse engineering or disassembly of the Software and MUSCADE Tool kit, except for the purposes of ensuring interoperability under the conditions set forth by law.

Any use of the MUSCADE Tool kit which does not comply with its purpose, as well as any use of same on other equipment or another site is forbidden.

4. TRADEMARK

THE CEA grants the Licensee, not exclusively and free of charge, who accepts, the right to use the Trademark for the sole purposes of affixing the trademark to all communication media relating to the Software. The Licensee undertakes to place the ® sign to the Trademark on all reproductions, mentioning, in written documents intended for distribution in Europe, by reference, the terms "trademark registered by the CEA".

5. INTELLECTUAL PROPERTY

The concession of the right to use the Software, the MUSCADE Tool Kit and the Trademark does not involve the transfer of any property right to the Licensee, the CEA retaining ownership of the Software, the MUSCADE Tool Kit and the Trademark, as well as all rights pertaining thereto.

The Licensee is expressly prohibited from transferring, passing on or disclosing to a third party, even free of charge, the user rights granted by the Contract.

The Licensee undertakes not to delete the "copyright" mention on the Software, whatever the location or the format it is shown on.

In the event that the Licensee fails to respect the obligations set forth in this article, the CEA reserves the right, in addition to the right of cancellation set forth in article 11 of the Contract, to claim from the competent courts reparation for any damage suffered.

The Software includes the Mozilla Javascript engine, Rhino 1.7R4 which is under the licence MPL v2.0 available on website <https://www.mozilla.org/MPL/2.0/>

Sources of Rhino are available on website <https://developer.mozilla.org/en-US/docs/Mozilla/Projects/Rhino>

6. CONFIDENTIALITY

The Licensee expressly acknowledges that the Software contains confidential information, pertaining to business secrecy, owned by the CEA, and agrees, through the Contract, to receive it and keep it as confidential information – hereinafter the “Confidential Information”.

The Licensee undertakes to treat as confidential all Confidential Information, of any type whatsoever, including the MUSCADE Software and Tool Kit, supplied by the CEA or brought to its attention in relation with the execution of the Contract.

The Licensee is expressly prohibited from making the Software, the MUSCADE Tool kit and the Trademark available to third parties.

These provisions will remain in force for ten (10) years following the termination of the Contract for any reason whatsoever.

7. PROCEDURE FOR DELIVERY OF THE SOFTWARE, THE MUSCADE TOOL KIT AND THE RUNTIME NUMBER.

The CEA e-mails the future Licensee a user login (equal to user Licence Number of the MUSCADE Tool kit) as well as a Runtime Number.

Once connected to the MUSCADE distribution Server, and after accepting online the terms of the license which are the object of this contract, the Licensee uses the user login to download the MUSCADE Tool kit and the Software (as well as any subsequent updates) so as to develop and interpret one or more Product Applications.

The Runtime Number must be included in all Product Applications developed from the MUSCADE Tool kit.

The Licensee has an obligation to enter this Runtime Number with the interface visible on exiting of ‘Anibuild’ software module of the MUSCADE Tool kit.

Use of a MUSCADE Tool Kit is limited to a single development post linked to a single site.

8. CONNECTION – DATA EXCHANGE – GUARANTEE INFORMATION

8.1 In accepting the terms of the Contract, you accept:

A – That your e-mail address may be used by the CEA or its partners to supply you with information concerning MUSCADE or other service offers.

B- That all information necessary to update the MUSCADE Tool kit and the Software, and protect its download, is stored on the MUSCADE distribution Server.

This information concerns your public IP address, your LICENSE number, your MAC address and the logging of your connections.

C- That the CEA can store, on your computer, all files and information necessary for automatic connection to the MUSCADE distribution server to offer you available updates.

Offers of the Updates are performed by comparing the signature of files stored on the MUSCADE distribution service and those stored on your computer.

Other components, programs, examples of scripts, may supplement those initially supplied so as to enrich the MUSCADE Tool Kit with additional tools. Their download will be conditional on your manual acceptance of the Updates.

8.2 GUARANTEE

You also acknowledge that the CEA, although using mechanisms with digital certificates and encrypted connections with the aim of ensuring the secure exchange of data between its servers and your computer, cannot guarantee absolute integrity.

The CEA can under no circumstances guarantee against the misappropriation or usurping by a third party of digital certificates, connection addresses....contained in the different files or key storage sites stored on your computer.

The Licensee is solely responsible for the automatic connection established when running the MUSCADE tool kit between his computer and the MUSCADE distribution Server.

The Licensee must verify, before running any program associated with use of the MUSCADE Tool Kit, that no third party has misappropriated the connection addresses to MUSCADE distribution servers or substituted executable codes supplied by the CEA.

The Licensee undertakes not to provide to a third party any personal connection information contained in the "LICENCE" file and located in the MUSCADE installation folder of the MUSCADE Tool Kit.

Despite the setting up of the mechanism providing access protection to MUSCADE distribution servers, the CEA cannot be held liable for the alteration, substitution or addition of files downloaded to said servers.

The Licensee acknowledges that the MUSCADE Software and Tool Kit are supplied "as is" by the CEA, without any guarantee whatsoever, express or tacit, and in particular without any guarantee as to their commercial value, their secure, innovative or relevant nature.

In particular, the CEA cannot guarantee that the MUSCADE Software and Tool Kit are error free, that they will run uninterruptedly, that they will be compatible with the Licensee's equipment and software configuration, or that they will meet the needs of the Licensee.

The CEA does not guarantee, expressly or implicitly, that either the MUSCADE Software or Tool Kit infringes any third party intellectual property bearing on a patent, Software or any other property right.

The CEA guarantees the material existence of the Trademark, to the exclusion of any other guarantee, in particular bearing on the validity of the Trademark.

The Licensee acknowledges that the Software was not either designed or intended for use in the design, construction, running or maintenance of nuclear facilities or any other highly secure system. More generally, the Licensee is prohibited from using the Software if it is to be used in a chain of command linked to the safety of goods or persons. The CEA gives no express or implicit guarantee as to its suitability for this type of use.

9. LIABILITY.

The CEA may not be held liable for any direct or indirect damage resulting from or linked to the use and/or performance of the Software, the MUSCADE Tool kit and the Trademark, or linked to the execution of this contract, even if the CEA has been informed beforehand of the possibility of such damage. The Parties expressly agree that any financial or commercial detriment such as, in particular, the loss of data, loss of profit, operating losses, loss of customers or orders, loss of earnings, commercial problems of any type or any claim brought against the Licensee by a third party, constitutes indirect damage and does not give right to reparations.

The Licensee discharges the CEA from any liability for any damage relating to use of the Software, the MUSCADE Tool kit and the Trademark, or the impossibility of using them, caused by the Licensee to a third party, and assumes all risks inherent to their operation.

10. DURATION - CANCELLATION

The Contract enters into force on the date on which the Licensee accepts the terms of the Contract when downloading the MUSCADE Software and Tool kit. This download must be carried out no later than 10 days after the e-mailing by the CEA to the Licensee of its user login and the Runtime number. This Contract will remain in force until 31 December 2019, and may be renewed by amendment at the express request of the Licensee.

The Licensee may, at any time, cancel this contract, destroying all copies of the MUSCADE Software, Tool kit and the Trademark.

This Contract may be cancelled ex officio by the CEA in the event of breach by the Licensee of any clause herein, without prejudice to any other action that the CEA may bring against the Licensee, thirty (30) business days after the latter has failed to heed formal notice sent with a view to ceasing said breach.

In the event of the cessation of contractual relations for any reason whatsoever, the Licensee is obligated to:

- immediately cease use of the Software, the MUSCADE Tool kit and the Trademark,
- to destroy all copies or reproductions that may have been made, in any form whatsoever.

11. INFRINGEMENT

If a case for the infringement of patents, Software or any other intellectual property right held by third parties is brought against the Licensee due to use of the Software, the Licensee shall alone bear the costs of the dispute as well as any penalties that may be laid down against it, and may not, under any circumstances, claim from the CEA any compensation whatsoever in this respect. At the request of the Licensee, the CEA nevertheless undertakes to provide its technical and legal assistance, it being understood that any costs springing therefrom shall be borne by the Licensee.

Any act of infringement or unfair competition due to a third party, and which the Licensee is aware of, must be notified to the CEA, which shall take any actions it deems necessary or appropriate.

12. APPLICABLE LAW – LANGUAGE.

This Contract is governed by French law.

The Parties agree to seek the amicable resolution of any difficulty relating to the interpretation, execution or cancellation of this contract.

In the event that this is not achieved within two (2) months of the difficulty arising, the difference or dispute shall be brought, by the first Party to do so, before the competent Paris courts.

The Contract is drawn up in France and English.

In the event of a contradiction between versions or difficulties of interpretation, the French version shall prevail.

13. MISCELLANEOUS

13.1. PARTIAL INVALIDITY.

In the event that one or several provisions in this Contract are found to contravene a law or applicable text, present or future, this law or text will prevail, and the parties will make the amendments necessary to comply with this law or text. All other provisions will remain in force.

13.2. WHOLENESS OF THE AGREEMENT

This Contract constitutes the entirety of the agreement between the Licensee and the CEA. It annuls and replaces any prior agreement, written or oral, between the parties and bearing on the same object.

13.3. The fact, by either party, of failing on one or several occasions to prevail upon one or several contractual provisions, may under no circumstances imply a waiver by the interested party of their subsequent enforcement.

13.4. The Parties may not be held liable for any breach of their obligations resulting from circumstances beyond their control, such as strikes, exceptional meteorological events, acts of war, terrorism, riots, fire, natural disasters, malfunction or interruption to means of communication or telecommunication, including networks.