

LICENCE AGREEMENT FOR THE USE OF "SIMULATOR OF THE POSITION OF THE SUN IN THE SKY" SOFTWARE PRODUCT

WARNING !

You should read carefully all the terms and conditions of this Agreement between ECOLE DES MINES DE PARIS and yourself (the "LICENSEE") before continuing to use the SOFTWARE PRODUCT. By pressing the button "I AGREE", LICENSEE agrees to be bound by all the terms and conditions of this Agreement.

If you do not agree with these terms and conditions, please immediately delete the electronic files containing the SOFTWARE PRODUCT and its documentation.

ECOLE DES MINES DE PARIS is willing to license the SOFTWARE PRODUCT to LICENSEE only on the condition that LICENSEE accepts all the terms contained in this license Agreement.

1. DEFINITION

SOFTWARE PRODUCT: the "SIMULATOR OF THE POSITION OF THE SUN IN THE SKY" version 1.0 as well as its documentation, either on paper or under electronic format (reference manuals, user's guides, etc.)

2. OWNERSHIP AND LICENCE

This is a SOFTWARE PRODUCT package license agreement and NOT an agreement for sale.

ECOLE DES MINES DE PARIS continues to own the copy of the SOFTWARE PRODUCT used by the LICENSEE and all other copies that LICENSEE is authorized by the Agreement to make.

LICENSEE's rights to use the SOFTWARE PRODUCT are specified in this Agreement, and ECOLE DES MINES DE PARIS retains all rights not expressly granted to you in this Agreement.

3. RIGHTS GRANTED

ECOLE DES MINES DE PARIS grants the LICENSEE, a personal non-exclusive and non-transferrable right to use the SOFTWARE PRODUCT. This Licence agreement is attributed free of charge.

The SOFTWARE PRODUCT may include one or more libraries, files or other items for distribution. ECOLE DES MINES DE PARIS grants the LICENSEE the right to use these libraries, files and other items provided you comply with the terms of this agreement, on the basis of the licenses given by its suppliers.

LICENSEE may :

- a) Use the SOFTWARE PRODUCT only for evaluation, for research or for training in the field of solar radiation
- b) Make one (1) copy of the SOFTWARE PRODUCT for back-up and archival purposes and in executable form only, provided that LICENSEE reproduces all the copyright, trademark and other proprietary notices which appear on or in the SOFTWARE PRODUCT. The copy is subject to the terms of the present contract.

LICENSEE may not :

- a) Use the SOFTWARE PRODUCT for production.
- b) Make any financial profit out of the use of the SOFTWARE PRODUCT
- c) Rent, share the SOFTWARE PRODUCT or grant any kind of rights, regarding the SOFTWARE PRODUCT or any portion thereof in any form to any third party without the prior consent of ECOLE DES MINES DE PARIS, which if given, is subject to the conferee's consent to the terms and conditions of this license.
- d) Modify, translate, reverse-engineer, decompile, disassemble partially or completely the SOFTWARE PRODUCT, except and only to the extent that such activity is legally authorized. If interoperability problems between the SOFTWARE PRODUCT and other computer programs are encountered, LICENSEE accepts to inform ECOLE DES MINES DE PARIS and study with it the possible solutions.
- e) Remove or alter any SOFTWARE PRODUCT identification, proprietary notice, labels or trademarks which appear on or in the SOFTWARE PRODUCT.
- f) Disclose the results of any benchmark or other test of the SOFTWARE PRODUCT, without ECOLE DES MINES DE PARIS's prior written consent.

Visa:

- g) Use the back-up and archival copy (or allow anyone else to use such copy) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective.
- h) Reproduce all or part of the SOFTWARE PRODUCT documentation, or modify it, or include it in other documents. The LICENSEE could be liable for legal penalty for any violation of the Copyright consecutive to non respect of the terms of the present Licence. LICENSEE is however authorized to print one copy of the documentation for his private use.
- i) Organize or participate in training courses, seminars (even free of charge) on the use of the SOFTWARE PRODUCT, without prior written consent of ECOLE DES MINES DE PARIS.

The Licensee recognizes that this license contract does not entitle him/her to correct errors, nor to get access to the SOFTWARE PRODUCT source code.

4. LIMITED WARRANTY & LIABILITY

LICENSEE recognizes that ECOLE DES MINES DE PARIS has informed him/her that the SOFTWARE PRODUCT has not been fully tested.

The SOFTWARE PRODUCT is provided "as is", without warranty of any kind, either express or implied and including but not limited to the warranties of performance, merchantability, fitness for any particular purpose and non-infringement to third party rights.

More specifically, ECOLE DES MINES DE PARIS does not warrant that the functions included in the SOFTWARE PRODUCT will meet the LICENSEE requirements or that the operation will be uninterrupted or error free.

ECOLE DES MINES DE PARIS does not commit itself to maintain the SOFTWARE PRODUCT.

The entire risk as to the use, quality, and performance of the SOFTWARE PRODUCT is with LICENSEE. The LICENSEE is responsible for choosing the SOFTWARE PRODUCT and using it and will bear the all the costs and necessary corrections. He/she should take all appropriate measures for protecting his/her data.

Neither ECOLE DES MINES DE PARIS nor anyone else who has been involved in the design, production or distribution of the SOFTWARE PRODUCT will be liable for any incidental, consequential, direct or indirect damages caused to you, any user or third party, including but not limited, to the loss of profits, loss of data or any other financial loss arising from the use of the program or inability to use it even if ECOLE DES MINES DE PARIS has been notified of the possibility of such damages.

The previous provisions constitute the only warranty given by ECOLE DES MINES DE PARIS for the SOFTWARE PRODUCT, and exclude any other warranty, explicit or implicit, including but not limited to the warranty that the SOFTWARE PRODUCT is adequate for any particular use.

5. CONTROL RIGHTS

ECOLE DES MINES DE PARIS is entitled to make any control that it may deem necessary to verify that the SOFTWARE PRODUCT utilization conditions and liabilities are fulfilled by the LICENSEE.

6. INTELLECTUAL PROPERTY

The SOFTWARE PRODUCT is the intellectual property of the author and ECOLE DES MINES DE PARIS and/or its suppliers protected as such by French copyright law, international treaty provisions, and applicable laws of the country in which it is being used.

Trademarks, logos and trade-names quoted in the Agreement, on or in the SOFTWARE PRODUCT are the property of their respective owners.

Any reproduction whether whole or partial of the SOFTWARE PRODUCT is only granted on the absolute condition that it contains all the legal specifications of the SOFTWARE PRODUCT property.

7. CONFIDENTIALITY

Visa:

The structure and organization of the SOFTWARE PRODUCT are valuable trade secrets and confidential information of ECOLE DES MINES DE PARIS and its suppliers. The LICENSEE commits him/herself to keep confidential these secrets for the duration of the present contract and five (5) additional years from its termination date.

8. TERM & TERMINATION

Each party may terminate the License at any time without cause upon written notice. This termination shall not relieve the LICENSEE from its liability to respect all the obligations claimable before the termination date. If the LICENSEE fails to comply with any provision of this Agreement, this license and your right to use the SOFTWARE PRODUCT automatically terminate. This termination does not prevent ECOLE DES MINES DE PARIS from claiming any further damages.

Upon termination for any reason, the LICENSEE shall destroy or return the Program to ECOLE DES MINES DE PARIS, and any copy made whether partial or whole.

9. MISCELLANEOUS PROVISIONS

If any provision of this Agreement is held to be unenforceable upon a definite legal, statutory or judicial provisions, the remainder of this Agreement shall continue in full force and effect.

This is the entire agreement between ECOLE DES MINES DE PARIS and LICENSEE relating to the SOFTWARE PRODUCT. This Agreement supersedes any verbal or written prior Agreement concerning it.

The relationship between ECOLE DES MINES DE PARIS and the LICENSEE is that of LICENSOR/LICENSEE. In all matters relating to the present Agreement, the LICENSEE will act as an independent contractor.

This Agreement will be governed by the French law. Any dispute, controversy or claim arising out of or related to this Agreement shall be settled by the Tribunal de Grande Instance de Paris.

THE LICENSEE ACKNOWLEDGES TO HAVE READ, UNDERSTOOD AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT PRINTED ABOVE.

Should LICENSEE have any questions concerning this agreement or wish to request any information, please contact ECOLE DES MINES DE PARIS (33) 1 40 51 93 33.

(c) 2001 Renaud Gicquel / Lucien WALD All Rights Reserved.
Author of the SOFTWARE PRODUCT: Renaud Gicquel