AGREEMENT CONCERNING DEBRISK v.3

(You must read and accept the terms of the license to download the software.)

Please read the terms and conditions of this License carefully before downloading the SOFTWARE. Use of the SOFTWARE by the Licensee signifies that the Licensee has accepted the terms and conditions of this License.

The DEBRISK SOFTWARE, which is the subject of this License, is the property of CNES. CNES owns the right to distribute licenses for the use of the SOFTWARE which has been registered at the APP (Agence pour la Protection des Programmes) under the n° IDDN.FR.001.390004.003.S.P.2013.000.31235.

The SOFTWARE as a work is protected by the French Intellectual Property Code under the provisions of L111-1 and following.

CNES grants a non-exclusive license to the SOFTWARE to the Licensee, who may be an individual or a legal entity.

RIGHTS GRANTED

CNES grants the Licensee, free of charge, a non-exclusive right to use the SOFTWARE, supplied as an executable with its documentation.

CNES grants the Licensee the non-exclusive right to sub-license the SOFTWARE free of charge.

The licensee is not allowed to make copies of the SOFTWARE, other than a backup copy if this is necessary to preserve the use of the SOFTWARE.

LICENSEE OBLIGATIONS

These rights are granted subject to compliance with the following conditions:

- The Licensee is not allowed to make any commercial use of the SOFTWARE.
- The Licensee is not allowed to adapt, transform, modify or translate the SOFTWARE.
- The Licensee shall sub-license, free of charge, to CNES all improvements made to the SOFTWARE, in particular in the form of extension modules (« plugin »). An extension module or "plugin" is a program that interacts with the SOFTWARE to extend its operation and complete it with new functions, but whose absence does not affect the operation or performance of the SOFTWARE used without this module.
- The Licensee shall mention and permanently retain all CNES ownership and copyright notices on all SOFTWARE media. In case of publications, communications or presentations, the Licensee shall cite the CNES (Centre National d'Etudes Spatiales).
- The Licensee is not allowed to use the SOFTWARE in that way damage the image of CNES and/or the SOFTWARE, and in particular its scientific and technical reputation.
- The Licensee shall ensure that its sub-licensees respect all the provisions of this License.
- The Licensee shall request prior authorization from the CNES before any publication that could damage the image of the CNES and/or the SOFTWARE. If the CNES has not replied within 30 days, authorization is deemed to have been obtained.

If any of these obligations are not respected, the Licensee will immediately become a counterfeiter and may be prosecuted for counterfeiting. The CNES may also request the Licensee to remove any publication that could harm the image of the CNES and/or the SOFTWARE if said publications are not justified.

Ref CNES: SG/DJ/JC-2023.0008960

WARRANTY

The Licensee uses the SOFTWARE at its own expense and risk. CNES gives no warranty of any kind to the Licensee, including against third-party claims.

CNES cannot guarantee that the SOFTWARE is free of bugs, errors, defects or omissions and is under no obligation to correct any such deficiencies. CNES cannot guarantee the suitability of the SOFTWARE for the Licensee's needs.

CNES shall not be liable or sued for any damages whatsoever, direct or indirect, material or immaterial, including any loss of profit, revenue or data, arising out of the use of or inability to use the SOFTWARE.

TRADEMARKS

The DEBRISK semi-figurative trademark designating the SOFTWARE is the property of CNES and is protected under trademark law. The Licensee undertakes to comply strictly with the registered trademark and not to add, delete or modify any distinctive elements.

PERIOD OF VALIDITY

The License is granted for a period of one (1) year, renewable by tacit agreement. In any case, the total duration of this License shall not exceed the duration of the legal protection of copyright.

LAND OF THE CONTRACT

This license is granted worldwide. However, as products from the space sector are "sensitive", the Licensee undertakes to comply strictly with French legislation concerning export authorizations.

TERMINATION

The License automatically terminates if the Licensee breaches its terms and conditions. In this case, the Licensee shall not be entitled to any reimbursement whatsoever. The Licensee must return the SOFTWARE to CNES and retain no copies, without prejudice to any damages that may be claimed by CNES as compensation for any loss it may have suffered as a result of such breach.

LICENSE LANGUAGE AND APPLICABLE LAW

The License is established in French and English. In case of dispute, the French version shall prevail.

This License is governed by French law. If any dispute arises in connection with the interpretation or performance of the License, the dispute shall be brought before the competent court.

THIRD PARTY LICENSES

It is understood between the Parties that the Licensee shall comply with the various licenses required for the proper operation of the Software:

- JavaAPIforKml
- Log4J
- OpenCSV
- ResolverUtil.java
- Dumbster SMTP test server
- JogAmp
- Jcalendar

The licensee undertakes to comply with all the provisions of these third-party software licenses, including those relating to copyright. It is agreed between the Parties that CNES shall not be held responsible for the Licensee's failure to comply with these provisions.

Ref CNES: SG/DJ/JC-2023.0008960