Open Source Declaration for: extr-WirelessCloud

Software Release: Versions: XC-4.51.02

Release Date: 2019-08-25

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	3.6.0	https://github.com/mafintosh/duplexify	MIT License OK BSD 2-clause Simplified License OK Apache License 2.0)
duplexify			
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hueniverse/hawk	6.0.2	https://github.com/hueniverse/hawk	BSD 3-clause "New" or "Revised" License
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	1.4.0	https://github.com/isaacs/lockine	ISC License
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Java API for Processing JSON (JSON-P)	1.0.4	http://jsonp.java.net	(Common Development and Distribution License 1.1 OR Sun GPL With Classpath Exception v2.0)
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jonschlinkert/object-copy	0.1.0	https://github.com/jonschlinkert/object-copy	MIT License
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multistream	V3.U.U	nttps://github.com/teross/muttistream	
Mura CMS	6.2.6297	http://getmura.com	(Alternative Commercial License Available OR GNU General Public License v2.0 or later)
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node-fetch-npm		https://github.com/npm/node-fetch-npm	MIT License
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npm	6.1.0	https://npmjs.org/	Artistic License 2.0
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npm		https://npmjs.org/	ISC License
npm-audit-report	1.2.1	https://github.com/npm/npm-audit-report#readme	
npm-cache-filename	1.0.1	https://github.com/npm/npm-cache-filename	ISC License
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npm-registry-fetch	3.1.0	https://github.com/npm/registry-fetch#readme	
npm-user-validate	0.1.2	https://github.com/npm/npm-user-validate	BSD 2-clause "Simplified" License
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ntp-client	0.5.3	https://github.com/moonpyk/node-ntp-client	MIT License
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ol-plot	1.0.1	https://github.com/sakitam-fdd/ol-plot#readme	MIT License
ol-rotate-feature	1.3.0	https://ghettovoice.github.io/ol-rotate-feature/	MIT License
ol3-ext	1.0.2-alpha.0	http://viglino.github.io/ol3-ext/	CeCILL-B Free Software License Agreement
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PrismJS	v1.8.2	http://prismjs.com	MIT License
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- 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.

Footnote 1 CeCILL stands for Ce(a) C(nrs) I(nria) L(ogiciel) L(ibre)

Version 1.0 dated 2006-09-05.

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CONTRAT DE LICENCE DE LOGICIEL LIBRE CECILL-B

Avertissement

Ce contrat est une licence de logiciel libre issue d'une concertation entre ses auteurs afin que le respect de deux grands principes pr \tilde{A} Oside \tilde{A} sa $r\tilde{A}$ Odaction:

- * d'une part, le respect des principes de diffusion des logiciels libres: accÃ"s au code source, droits étendus conférés aux utilisateurs,
- * d'autre part, la désignation d'un droit applicable, le droit franÃSais, auquel elle est conforme, tant au regard du droit de la responsabilité civile que du droit de la propriété intellectuelle et de la protection qu'il offre aux auteurs et titulaires des droits patrimoniaux sur un logiciel.

Les auteurs de la licence CeCILL-B1 sont:

Commissariat \tilde{A} l'Energie Atomique - CEA, \tilde{A} Otablissement public de recherche \tilde{A} caract \tilde{A} "re scientifique, technique et industriel, dont le si \tilde{A} "ge est situ \tilde{A} O 25 rue Leblanc, immeuble Le Ponant D, 75015 Paris.

Centre National de la Recherche Scientifique - CNRS, établissement public à caractÃ"re scientifique et technologique, dont le siÃ"ge est situé 3 rue Michel-Ange, 75794 Paris cedex 16.

Institut National de Recherche en Informatique et en Automatique - INRIA, \tilde{A} ©tablissement public \tilde{A} caract \tilde{A} "re scientifique et technologique, dont le si \tilde{A} "ge est situ \tilde{A} © Domaine de Voluceau, Rocquencourt, BP 105, 78153 Le Chesnay cedex.

Préambule

Ce contrat est une licence de logiciel libre dont l'objectif est de conférer aux utilisateurs une trÃ"s large liberté de modification et de redistribution du logiciel réqi par cette licence.

L'exercice de cette libert $\tilde{\mathbb{A}}$ 0 est assorti d'une obligation forte de citation $\tilde{\mathbb{A}}$ la charge de ceux qui distribueraient un logiciel incorporant un logiciel $r\tilde{\mathbb{A}}$ 0gi par la pr $\tilde{\mathbb{A}}$ 0sente licence afin d'assurer que les contributions de tous soient correctement identifi $\tilde{\mathbb{A}}$ 0es et reconnues.

L'accessibilitî au code source et les droits de copie, de modification et de redistribution qui découlent de ce contrat ont pour contrepartie de n'offrir aux utilisateurs qu'une garantie limitîe et de ne faire peser sur l'auteur du logiciel, le titulaire des droits patrimoniaux et les concédants successifs qu'une responsabilitî restreinte.

A cet égard l'attention de l'utilisateur est attirée sur les risques associés au chargement, à l'utilisation, à la modification et/ou au développement et à la reproduction du logiciel par l'utilisateur étant donné sa spécificité de logiciel libre, qui peut le rendre complexe à manipuler et qui le réserve donc à des développeurs ou des professionnels avertis possédant des connaissances informatiques approfondies. Les utilisateurs sont donc invités à charger et tester l'adéquation du logiciel à leurs besoins dans des conditions permettant d'assurer la sécurité de leurs systèmes et/ou de leurs données et, plus généralement, à l'utiliser et l'exploiter dans les mêmes conditions de sécurité. Ce contrat peut être reproduit et diffusé librement, sous réserve de le conserver en l'état, sans ajout ni suppression de clauses.

Ce contrat est susceptible de s'appliquer \tilde{A} tout logiciel dont le titulaire des droits patrimoniaux d \tilde{A} Ocide de soumettre l'exploitation aux dispositions qu'il contient

Article 1 - DEFINITIONS

Dans ce contrat, les termes suivants, lorsqu'ils seront \tilde{A} Ocrits avec une lettre capitale, auront la signification suivante:

Contrat: dÃ<code>O</code>signe le prÃ<code>O</code>sent contrat de licence, ses Ã<code>O</code>ventuelles versions postÃ<code>O</code>rieures et annexes.

Logiciel: désigne le logiciel sous sa forme de Code Objet et/ou de Code Source et le cas échéant sa documentation, dans leur état au moment de l'acceptation du Contrat par le Licencié.

Logiciel Initial: désigne le Logiciel sous sa forme de Code Source et éventuellement de Code Objet et le cas échéant sa documentation, dans leur état au moment de leur premiÃ"re diffusion sous les termes du Contrat.

Logiciel Modifié: désigne le Logiciel modifié par au moins une Contribution.

Code Source: désigne l'ensemble des instructions et des lignes de programme du Logiciel et auquel l'accès est nécessaire en vue de modifier le Logiciel.

Code Objet: $d\tilde{\mathbb{A}}$ signe les fichiers binaires issus de la compilation du Code Source.

Titulaire: d $\tilde{\text{A}}$ Osigne le ou les d $\tilde{\text{A}}$ Otenteurs des droits patrimoniaux d'auteur sur le Logiciel Initial.

Licenciî: dîsigne le ou les utilisateurs du Logiciel ayant acceptî le Contrat.

Contributeur: désigne le Licencié auteur d'au moins une Contribution.

 $\texttt{Conc} \tilde{\mathbb{A}} \\ \texttt{@dant: d} \tilde{\mathbb{A}} \\ \texttt{@signe le Titulaire ou toute personne physique ou morale distribuant le Logiciel sous le Contrat.}$

Contribution: dÃ@signe l'ensemble des modifications, corrections, traductions, adaptations et/ou nouvelles fonctionnalitÃ@s intÃ@grÃ@es dans le Logiciel par tout Contributeur, ainsi que tout Module Interne.

 $\label{eq:module: dA@signe un ensemble de fichiers sources y compris leur documentation qui permet de rÃ@aliser des fonctionnalitÃ@s ou services supplÃ@mentaires à ceux fournis par le Logiciel.$

Module Externe: dÃ@signe tout Module, non dÃ@rivÃ@ du Logiciel, tel que ce Module et le Logiciel s'exÃ@cutent dans des espaces d'adressage diffÃ@rents, l'un appelant l'autre au moment de leur exÃ@cution.

Module Interne: désigne tout Module lié au Logiciel de telle sorte qu'ils s'exécutent dans le même espace d'adressage.

Parties: désigne collectivement le Licencié et le Concédant.

Ces termes s'entendent au singulier comme au pluriel.

Article 2 - OBJET

Le Contrat a pour objet la concession par le Concédant au Licencié d'une licence non exclusive, cessible et mondiale du Logiciel telle que dîfinie ci-après à l'article 5 pour toute la durée de protection des droits portant sur ce Logiciel.

Article 3 - ACCEPTATION

3.1 L'acceptation par le Licenci \tilde{A} © des termes du Contrat est r \tilde{A} ©put \tilde{A} ©e acquise du fait du premier des faits suivants:

- * (i) le chargement du Logiciel par tout moyen notamment par téléchargement à partir d'un serveur distant ou par chargement à partir d'un support physique;
- * (ii) le premier exercice par le Licencié de l'un quelconque des droits concédés par le Contrat.
- 3.2 Un exemplaire du Contrat, contenant notamment un avertissement relatif aux spā@cificitā@s du Logiciel, \tilde{A} la restriction de garantie et \tilde{A} la limitation \tilde{A} un usage par des utilisateurs expā@rimentā@s a \tilde{A} @tā@ mis \tilde{A} disposition du Licenciā@ prā@alablement \tilde{A} son acceptation telle que dā@finie \tilde{A} l'article 3.1 ci dessus et le Licenciā@ reconnaā@t en avoir pris connaissance.

Article 4 - ENTREE EN VIGUEUR ET DUREE

4.1 ENTREE EN VIGUEUR

Le Contrat entre en vigueur $\tilde{\rm A}$ la date de son acceptation par le Licenci $\tilde{\rm A}$ 0 telle que d $\tilde{\rm A}$ 0 finie en 3.1.

4.2 DUREE

Le Contrat produira ses effets pendant toute la dur \tilde{A} e l \tilde{A} gale de protection des droits patrimoniaux portant sur le Logiciel.

Article 5 - ETENDUE DES DROITS CONCEDES

Le Concédant concède au Licencié, qui accepte, les droits suivants sur le Logiciel pour toutes destinations et pour la durée du Contrat dans les conditions ci-après détaillées.

Par ailleurs, si le Concédant détient ou venait à détenir un ou plusieurs brevets d'invention protégeant tout ou partie des fonctionnalités du Logiciel ou de ses composants, il s'engage à ne pas opposer les éventuels droits conférés par ces brevets aux Licenciés successifs qui utiliseraient, exploiteraient ou modifieraient le Logiciel. En cas de cession de ces brevets, le Concédant s'engage à faire reprendre les obligations du présent alinéa aux cessionnaires.

5.1 DROIT D'UTILISATION

Le Licencié est autorisé à utiliser le Logiciel, sans restriction quant aux domaines d'application, étant ci-après précisé que cela comporte:

1.

la reproduction permanente ou provisoire du Logiciel en tout ou partie par tout moyen et sous toute forme.

2.

le chargement, l'affichage, l'ex $\tilde{\mathtt{A}}@\mathrm{cution},$ ou le stockage du Logiciel sur tout support.

3.

la possibilité d'en observer, d'en étudier, ou d'en tester le fonctionnement afin de déterminer les idées et principes qui sont à la base de n'importe quel élément de ce Logiciel; et ceci, lorsque le Licencié effectue toute opération de chargement, d'affichage, d'exécution, de transmission ou de stockage du Logiciel qu'il est en droit d'effectuer en vertu du Contrat.

5.2 DROIT D'APPORTER DES CONTRIBUTIONS

Le droit d'apporter des Contributions comporte le droit de traduire, d'adapter, d'arranger ou d'apporter toute autre modification au Logiciel et le droit de reproduire le logiciel en résultant.

Le Licencié est autorisé à apporter toute Contribution au Logiciel sous réserve de mentionner, de façon explicite, son nom en tant qu'auteur de cette Contribution et la date de création de celle-ci.

5.3 DROIT DE DISTRIBUTION

Le droit de distribution comporte notamment le droit de diffuser, de transmettre et de communiquer le Logiciel au public sur tout support et par tout moyen ainsi que le droit de mettre sur le marchão à titre onÃoreux ou gratuit, un ou des exemplaires du Logiciel par tout procÃodÃo.

Le Licencié est autorisé \tilde{A} distribuer des copies du Logiciel, modifié ou non, \tilde{A} des tiers dans les conditions ci-aprÃ"s détaillées.

5.3.1 DISTRIBUTION DU LOGICIEL SANS MODIFICATION

Le Licencié est autorisé à distribuer des copies conformes du Logiciel, sous forme de Code Source ou de Code Objet, à condition que cette distribution respecte les dispositions du Contrat dans leur totalité et soit accompaqnée:

1.

d'un exemplaire du Contrat,

2.

d'un avertissement relatif \tilde{A} la restriction de garantie et de responsabilit \tilde{A} © du Conc \tilde{A} ©dant telle que pr \tilde{A} ©vue aux articles 8 et 9,

et que, dans le cas o $ilde{A}^1$ seul le Code Objet du Logiciel est redistribu $ilde{A}$ 0, le Licenci $ilde{A}$ 0 permette un acc $ilde{A}$ 0 seffectif au Code Source complet du Logiciel pendant au moins toute la dur $ilde{A}$ 0 de sa distribution du Logiciel, $ilde{A}$ 0 tant entendu que le co $ilde{A}$ 0 additionnel d'acquisition du Code Source ne devra pas exc $ilde{A}$ 0 der le simple co $ilde{A}$ 0 tansfert des donn $ilde{A}$ 0 de transfert des donn $ilde{A}$ 0 de serve de la code source ne devra pas exc $ilde{A}$ 0 de transfert des donn $ilde{A}$ 0 de serve de donn $ilde{A}$ 0 de transfert des donn $ilde{A}$ 0 de serve de donn $ilde{A}$ 0 de transfert des donn $ilde{A}$ 0 de serve de donn $ilde{A}$ 0 de serve de donn $ilde{A}$ 0 de transfert des donn $ilde{A}$ 0 de serve de donn $ilde{A}$ 0 de transfert des donn $ilde{A}$ 0 de serve de de serve de de serve de de serve de la code de la code de serve de de serve de la code de serve de la code de la code de serve de la code de la code de serve de la code de serve de la code de la co

5.3.2 DISTRIBUTION DU LOGICIEL MODIFIE

Lorsque le Licencié apporte une Contribution au Logiciel, le Logiciel Modifié peut \tilde{A}^a tre distribué sous un contrat de licence autre que le présent Contrat sous réserve du respect des dispositions de l'article 5.3.4.

5.3.3 DISTRIBUTION DES MODULES EXTERNES

Lorsque le Licencié a développé un Module Externe les conditions du Contrat ne s'appliquent pas à ce Module Externe, qui peut être distribué sous un contrat de licence différent.

5 3 4 CITATIONS

Le Licencié qui distribue un Logiciel Modifié s'engage expressément:

1.

 \tilde{A} indiquer dans sa documentation qu'il a $\tilde{A} \odot t \tilde{A} \odot r \tilde{A} \odot alis \tilde{A} \odot \tilde{A}$ partir du Logiciel $r \tilde{A} \odot gi$ par le Contrat, en reproduisant les mentions de propri $\tilde{A} \odot t \tilde{A} \odot \tilde{A$

2.

 \tilde{A} faire en sorte que l'utilisation du Logiciel, ses mentions de propri \tilde{A} ©t \tilde{A} © intellectuelle et le fait qu'il est r \tilde{A} ©gi par le Contrat soient indiqu \tilde{A} ©s dans un texte facilement accessible depuis l'interface du Logiciel Modifi \tilde{A} ©s,

З.

 \tilde{A} mentionner, sur un site Web librement accessible d \tilde{A} Ocrivant le Logiciel Modifi \tilde{A} O, et pendant au moins toute la dur \tilde{A} Oe de sa distribution, qu'il a \tilde{A} Ot \tilde{A} O r \tilde{A} O atir du Logiciel r \tilde{A} Ogi par le Contrat, en reproduisant les mentions de propri \tilde{A} Ot \tilde{A} O intellectuelle du Logiciel,

4.

lorsqu'il le distribue \tilde{A} un tiers susceptible de distribuer lui-m \tilde{A} ame un Logiciel Modifi \tilde{A} 0, sans avoir \tilde{A} en distribuer le code source, \tilde{A} faire ses meilleurs efforts pour que les obligations du pr \tilde{A} 0sent article 5.3.4 soient reprises par le dit tiers.

Lorsque le Logiciel modifi \tilde{A} © ou non est distribu \tilde{A} © avec un Module Externe qui a \tilde{A} ©t \tilde{A} © con \tilde{A} \$u pour l'utiliser, le Licenci \tilde{A} © doit soumettre le dit Module Externe aux obligations pr \tilde{A} ©c \tilde{A} ©dentes.

5.3.5 COMPATIBILITE AVEC LES LICENCES CECILL et CECILL-C

 $\label{lossym} \mbox{Lorsqu'un Logiciel Modifi} \mbox{$\tilde{\mathbb{A}}$ contient une Contribution soumise au contrat de licence CeCILL, les stipulations pr} \mbox{$\tilde{\mathbb{A}}$ l'article 5.3.4 sont facultatives.}$

Un Logiciel Modifié peut être distribué sous le contrat de licence CeCILL-C. Les stipulations prévues à l'article 5.3.4 sont alors facultatives.

Article 6 - PROPRIETE INTELLECTUELLE

6.1 SUR LE LOGICIEL INITIAL

Le Titulaire est détenteur des droits patrimoniaux sur le Logiciel Initial. Toute utilisation du Logiciel Initial est soumise au respect des conditions dans lesquelles le Titulaire a choisi de diffuser son oeuvre et nul autre n'a la faculté de modifier les conditions de diffusion de ce Logiciel Initial.

Le Titulaire s'engage \tilde{A} ce que le Logiciel Initial reste au moins r \tilde{A} ©gi par le Contrat et ce, pour la dur \tilde{A} ©e vis \tilde{A} ©e \tilde{A} l'article 4.2.

6.2 SUR LES CONTRIBUTIONS

Le Licencié qui a développé une Contribution est titulaire sur celle-ci des droits de propriété intellectuelle dans les conditions définies par la législation applicable.

6.3 SUR LES MODULES EXTERNES

Le Licencié qui a développé un Module Externe est titulaire sur celui-ci des droits de propriété intellectuelle dans les conditions définies par la

lã@qislation applicable et reste libre du choix du contrat rã@qissant sa diffusion.

6.4 DISPOSITIONS COMMUNES

Le Licencié s'engage expressément:

1.

à ne pas supprimer ou modifier de quelque manià re que ce soit les mentions de propriété intellectuelle apposées sur le Loqiciel;

2

 $\tilde{\mathbb{A}}$ reproduire $\tilde{\mathbb{A}}$ l'identique lesdites mentions de propri $\tilde{\mathbb{A}}$ intellectuelle sur les copies du Logiciel modifi $\tilde{\mathbb{A}}$ ou non.

Le Licenciî s'engage à ne pas porter atteinte, directement ou indirectement, aux droits de propriétî intellectuelle du Titulaire et/ou des Contributeurs sur le Logiciel et à prendre, le cas échéant, à l'égard de son personnel toutes les mesures nécessaires pour assurer le respect des dits droits de propriété intellectuelle du Titulaire et/ou des Contributeurs.

Article 7 - SERVICES ASSOCIES

7.1 Le Contrat n'oblige en aucun cas le Conc \tilde{A} ©dant \tilde{A} la r \tilde{A} ©alisation de prestations d'assistance technique ou de maintenance du Logiciel.

Cependant le Concédant reste libre de proposer ce type de services. Les termes et conditions d'une telle assistance technique et/ou d'une telle maintenance seront alors déterminés dans un acte séparé. Ces actes de maintenance et/ou assistance technique n'engageront que la seule responsabilité du Concédant qui les propose.

7.2 De mãªme, tout Concã©dant est libre de proposer, sous sa seule responsabilitã©, \tilde{A} ses licenciã©s une garantie, qui n'engagera que lui, lors de la redistribution du Logiciel et/ou du Logiciel Modifiã© et ce, dans les conditions qu'il souhaite. Cette garantie et les modalitã©s financiã res de son application feront l'objet d'un acte sã©parã© entre le Concã©dant et le Licenciã©.

Article 8 - RESPONSABILITE

8.1 Sous réserve des dispositions de l'article 8.2, le Licencié a la faculté, sous réserve de prouver la faute du Concédant concerné, de solliciter la réparation du préjudice direct qu'il subirait du fait du Logiciel et dont il apportera la preuve.

8.2 La responsabilité du Concédant est limitée aux engagements pris en application du Contrat et ne saurait être engagée en raison notamment: (i) des dommages dus à l'inexécution, totale ou partielle, de ses obligations par le Licencié, (ii) des dommages directs ou indirects déculant de l'utilisation ou des performances du Logiciel subis par le Licencié et (iii) plus généralement d'un quelconque dommage indirect. En particulier, les Parties conviennent expressément que tout préjudice financier ou commercial (par exemple perte de données, perte de bénéfices, perte d'exploitation, perte de clientÃ"le ou de commandes, manque à gagner, trouble commercial quelconque) ou toute action dirigée contre le Licencié par un tiers, constitue un dommage indirect et n'ouvre pas droit à réparation par le Concédant.

Article 9 - GARANTIE

9.1 Le Licenci㮠reconnaît que l'Ā©tat actuel des connaissances scientifiques et techniques au moment de la mise en circulation du Logiciel ne permet pas d'en tester et d'en vérifier toutes les utilisations ni de détecter l'existence d'éventuels dîfauts. L'attention du Licenciî a étî attirîe sur ce point sur les risques associîs au chargement, à l'utilisation, la modification et/ou au dîveloppement et à la reproduction du Logiciel qui sont réservîs à des utilisateurs avertis.

- Il relÃ"ve de la responsabilité du Licencié de contrÃ'ler, par tous moyens, l'adéquation du produit à ses besoins, son bon fonctionnement et de s'assurer qu'il ne causera pas de dommages aux personnes et aux biens.
- 9.2 Le Concédant déclare de bonne foi être en droit de concéder l'ensemble des droits attachés au Logiciel (comprenant notamment les droits visés à l'article 5).
- 9.3 Le Licenci㮠reconnaît que le Logiciel est fourni "en l'îtat" par le Concîdant sans autre garantie, expresse ou tacite, que celle prîvue à l'article 9.2 et notamment sans aucune garantie sur sa valeur commerciale, son caractà re sîcurisî, innovant ou pertinent.

En particulier, le Concédant ne garantit pas que le Logiciel est exempt d'erreur, qu'il fonctionnera sans interruption, qu'il sera compatible avec l'équipement du Licencié et sa configuration logicielle ni qu'il remplira les besoins du Licencié.

9.4 Le ConcÃ@dant ne garantit pas, de maniÃ"re expresse ou tacite, que le Logiciel ne porte pas atteinte à un quelconque droit de propriÃ@tÃ@ intellectuelle d'un tiers portant sur un brevet, un logiciel ou sur tout autre droit de propriÃ@tÃ@. Ainsi, le ConcÃ@dant exclut toute garantie au profit du LicenciÃ@ contre les actions en contrefaçon qui pourraient être diligentÃ@es au titre de l'utilisation, de la modification, et de la redistribution du Logiciel. NÃ@anmoins, si de telles actions sont exercÃ@es contre le LicenciÃ@, le ConcÃ@dant lui apportera son aide technique et juridique pour sa dÃ@fense. Cette aide technique et juridique est dÃ@terminÃ@e au cas par cas entre le ConcÃ@dant concernÃ@ et le LicenciÃ@ dans le cadre d'un protocole d'accord. Le ConcÃ@dant dÃ@gage toute responsabilitÃ@ quant à l'utilisation de la dÃ@nomination du Logiciel par le LicenciÃ@. Aucune garantie n'est apportÃ@e quant à l'existence de droits antÃ@rieurs sur le nom du Logiciel et sur l'existence d'une marque.

Article 10 - RESILIATION

- 10.1 En cas de manquement par le Licencié aux obligations mises à sa charge par le Contrat, le Concédant pourra résilier de plein droit le Contrat trente (30) jours après notification adressée au Licencié et restée sans effet.
- 10.2 Le Licencié dont le Contrat est résilié n'est plus autorisé à utiliser, modifier ou distribuer le Logiciel. Cependant, toutes les licences qu'il aura concédées antérieurement à la résiliation du Contrat resteront valides sous réserve qu'elles aient été effectuées en conformité avec le Contrat.

Article 11 - DISPOSITIONS DIVERSES

11.1 CAUSE EXTERIEURE

Aucune des Parties ne sera responsable d'un retard ou d'une d©faillance d'ex©cution du Contrat qui serait d» Å un cas de force majeure, un cas fortuit ou une cause ext©rieure, telle que, notamment, le mauvais fonctionnement ou les interruptions du r©seau ©lectrique ou de t©l©communication, la paralysie du réseau liée Å une attaque informatique, l'intervention des autorités gouvernementales, les catastrophes naturelles, les dégâts des eaux, les tremblements de terre, le feu, les explosions, les grÃ~ves et les conflits sociaux, l'état de guerre...

- 11.2 Le fait, par l'une ou l'autre des Parties, d'omettre en une ou plusieurs occasions de se prévaloir d'une ou plusieurs dispositions du Contrat, ne pourra en aucun cas impliquer renonciation par la Partie intéressée à s'en prévaloir ultÃorieurement.
- 11.3 Le Contrat annule et remplace toute convention antérieure, écrite ou orale, entre les Parties sur le même objet et constitue l'accord entier entre les Parties sur cet objet. Aucune addition ou modification aux termes du Contrat n'aura d'effet à l'©gard des Parties à moins d'être faite par écrit et signée par leurs représentants dûment habilités.
- 11.4 Dans l'hypoth \tilde{A} "se o \tilde{A}^1 une ou plusieurs des dispositions du Contrat s'av \tilde{A} "rerait contraire \tilde{A} une loi ou \tilde{A} un texte applicable, existants ou futurs, cette loi ou

ce texte prévaudrait, et les Parties feraient les amendements nécessaires pour se conformer cette loi ou à ce texte. Toutes les autres dispositions resteront en vigueur. De même, la nullité, pour quelque raison que ce soit, d'une des dispositions du Contrat ne saurait entraéner la nullité de l'ensemble du Contrat.

11.5 LANGUE

Le Contrat est rÃ@digÃ@ en langue franÃ§aise et en langue anglaise, ces deux versions faisant Ã@qalement foi.

Article 12 - NOUVELLES VERSIONS DU CONTRAT

- 12.1 Toute personne est autoris $\tilde{\mathtt{A}} @ e \ \tilde{\mathtt{A}} \$ copier et distribuer des copies de ce Contrat.
- 12.2 Afin d'en préserver la cohérence, le texte du Contrat est protégé et ne peut être modifié que par les auteurs de la licence, lesquels se réservent le droit de publier périodiquement des mises à jour ou de nouvelles versions du Contrat, qui posséderont chacune un numéro distinct. Ces versions ultérieures seront susceptibles de prendre en compte de nouvelles problématiques rencontrées par les logiciels libres.
- 12.3 Tout Logiciel diffusão sous une version donnão du Contrat ne pourra faire l'objet d'une diffusion ultãorieure que sous la mãame version du Contrat ou une version postãorieure.

Article 13 - LOI APPLICABLE ET COMPETENCE TERRITORIALE

- 13.1 Le Contrat est r \tilde{A} ©gi par la loi fran \tilde{A} Saise. Les Parties conviennent de tenter de r \tilde{A} ©gler \tilde{A} l'amiable les diff \tilde{A} ©rends ou litiges qui viendraient \tilde{A} se produire par suite ou \tilde{A} l'occasion du Contrat.
- 13.2 A défaut d'accord amiable dans un délai de deux (2) mois à compter de leur survenance et sauf situation relevant d'une procédure d'urgence, les différends ou litiges seront portés par la Partie la plus diligente devant les Tribunaux compétents de Paris.
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