
DORIS Software Agreement
The new sound velocity profiler

ARTICLE 1 - PURPOSE

The purpose of the present agreement is to set forth terms and conditions under which IFREMER and SHOM grant to the Licensee a non-exclusive and non-transferable right to use the DORIS Software (hereafter called "the SOFTWARE").

IFREMER and SHOM are hereafter called "the OWNERS".

ARTICLE 2 - AUTHORISED USES

2.1. The present SOFTWARE License is limited to the Licensee which accepts the SOFTWARE "as is". The SOFTWARE must be used on Licensee's equipments located on its own premises only and cannot be used by persons other than those working for and employed by the Licensee.

2.2. The Licensee is not entitled to modify, adapt, translate or disassemble the SOFTWARE.

2.3. The Licensee acknowledges that all rights on the SOFTWARE, including the rights to modify the SOFTWARE and to incorporate into it other programs, remain with the OWNERS.

2.4. The SOFTWARE shall be used by the Licensee for internal research purposes only. Without a prior written consent of the OWNERS, any commercial, advertising use or any exploitation of the SOFTWARE is strictly forbidden.

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3.2. Consequently, the Licensee is not entitled to modify, adapt, translate or disassemble the SOFTWARE. The Licensee shall not remove or cover any proprietary rights such as trademarks, copyrights symbols or any other logo which are displayed on the screen of the computer onto which the SOFTWARE shall be installed.

3.3. The OWNERS shall be mentioned in all publications showing results obtained by using the SOFTWARE, and in all publications or communications based on these results, the

Licensee shall mention "SHOM & IFREMER Software" written in a readable manner.

ARTICLE 4 DURATION

The present Agreement shall be effective from the date of signature by the duly authorized representatives of the Parties and remain in force until copyright on the SOFTWARE runs out unless terminated sooner by one (1) month written notice by either Party. Immediately upon termination of this licence for any reason, the Licensee shall cease using the SOFTWARE in any form. Whatever conditions of termination, the Owners shall not be required to refund the amount of the services realized in the scope of the Software licence.

ARTICLE 5 - LICENCE FEE

The Licence is granted free of charge.

ARTICLE 6 - SERVICES, MAINTENANCE AND ASSISTANCE

Under no circumstances shall the Agreement imply that the OWNERS agrees to provide free technical assistance or maintenance services for the SOFTWARE. Upon request of the Licensee, the OWNERS should provide email assistance, technical support by email, upgrades to the SOFTWARE. The financial terms and conditions of such assistance, maintenance and/or training sessions, shall then be set forth in an amendment to the Agreement.

ARTICLE 7 - CONFIDENTIALITY

The SOFTWARE shall be delivered to the Licensee on a confidential basis and the Licensee is responsible for taking all necessary steps to ensure the confidentiality of the SOFTWARE program. In particular, the Licensee shall not disclose or otherwise make available the SOFTWARE program to a third party, other than the Licensee's employee for the use permitted under the agreement, without written consent from the OWNERS.

ARTICLE 8 - LIABILITY

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ARTICLE 10 ARBITRATION

Any dispute arising out of the interpretation or the execution of the present agreement, which cannot be solved by mutual arrangement, will be settled by conciliation and failing this by arbitration in Paris, according to the Conciliation and Arbitration Rules of the International Chamber of Commerce, and by its Conciliation Board, or by one or several arbitrators appointed in conformity to these Rules. In the event that either the Rules or the Conciliation Board does not exist at the time of the dispute, the arbitration shall occur in the International Court of Arbitration in accordance with its rules.

ARTICLE 11 GOVERNING LAW - JURISDICTION

This agreement shall be governed by and construed in accordance with French Laws. Any litigation arising out of or in connection with the present agreement or its execution that cannot be settled by arbitration shall be brought before French courts.