

Software License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING, OR USING ALL OR ANY PORTION OF THIS SOFTWARE, YOU (HEREINAFTER "CUSTOMER") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CUSTOMER. THIS AGREEMENT IS ENFORCEABLE AGAINST CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE SOFTWARE.

Customer may have another written agreement directly with Biotope that supplements or supersedes all or portions of this agreement. The Software is LICENSED, NOT SOLD, only in accordance with the terms of this agreement. Use of some Biotope materials and services included in or accessed through the Software may be subject to additional terms and conditions.

The Software may cause Customer's Computer to AUTOMATICALLY CONNECT TO THE INTERNET. The Software may also require activation or registration. Additional information on activation, Internet connectivity, and privacy is available in Sections 4 and 5.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND FOR INTERNET- BASED SERVICES. IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

1. OVERVIEW

The software is licensed on a per copy per device basis. A hardware partition or blade is considered to be a separate device. By device, it is expressly understood every physical system with an internal storage material able to run the software (for example: compute, tablet...). A hardware partition or blade is considered to be a separate device. The device may not be a server allowing one or several remote use, concurrent or not, from other devices.

The subscription period is set for one (1) year. At the end of this period, the subscription will be prolonged for one (1) year.

The subscription price is due at one time, with the order or at term renewal in case of a renewal. The subscription will be revised annually, using the following formula:

$$Pr = Po \times (Sn / So)$$

where:

- Pr: revised price
- Po: price of the service
- Sn: value of the Syntec index in effect at the contract anniversary date
- So: value of the Syntec index in effect at the date of signing of the contract.

In case of non-renewal of the subscription, the Client undertakes to destroy any copies of the software he/she may have.

This license agreement will govern the relationships between Biotope and the users of SonoChiro, to the exclusion of any other document, particularly but not limited to, the purchasing terms and conditions of the user.

2. INSTALLATION AND USE RIGHTS.

- a. **One Copy per Device.** You may install one copy of the software on one device. That device is the “licensed device.”
- b. **Licensed Device.** You may only use one copy of the software on the licensed device at a time . Except as provided herein, you are not permitted to use the software on another device.
- c. **Number of users.** Except if indicated herein, only one user at a time can use the software.
- d. **Separation of Components.** The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Multiplexing.** Hardware or software you use to
 - pool connections,
 - reroute information, or
 - reduce the number of devices or users that directly access or use the software (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses you need.
- b. **Remote Access.** The single primary user of the licensed device may not access and use the software installed on the licensed device remotely from another device.
- c. **Intellectual Property.** This contract will not entitle you to any intellectual property on the software, which remains the full and exclusive property of BIOTOPE. You commit to respect the terms of property contained in the software, the media and the documentation.

4. MANDATORY ACTIVATION.

Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Biotope. This information includes the version, the license version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device.

BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. UNLESS THE SOFTWARE IS ACTIVATED, YOU HAVE NO RIGHT TO USE THE SOFTWARE AFTER THE TIME PERMITTED FOR ACTIVATION. This is to prevent its unlicensed use. YOU ARE NOT PERMITTED TO BY PASS OR CIRCUMVENT ACTIVATION.

You can activate the software only by Internet. Internet charges may apply. Some changes to your computer components or the software may require you to reactivate the software. THE SOFTWARE WILL REMIND YOU TO ACTIVATE IT UNTIL YOU DO.

5. VALIDATION.

- a. The software will from time to time request download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. A validation check confirming that you are properly licensed permits you to use the software, certain features of the software or to obtain additional benefits.
- b. During or after a validation check, the software may send information about the software, the device and the results of the validation check to Biotope. This information includes, for example, the version and product key of the software and the Internet protocol address of the licensed device. Biotope does not use the information to identify or contact you. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.
- c. If, after a validation check, the software is found to be counterfeit, improperly licensed, or a non-genuine Biotope product then the functionality or experience of using the software may be lost. You then may not be able to use or continue to use the software or some of the features of the software; or obtain certain updates or upgrades from Biotope.
- d. If a validation check could not occur during a period of more than two weeks because of a lack of internet connexion a reminder will be sent to the customer. You then may not be able to use or continue to use the software or some of the features of the software; or obtain certain updates or upgrades from Biotope.

e. You may only obtain updates or upgrades for the software from Biotope or authorized sources.

6. SCOPE OF LICENSE.

The software is not sold; it is licensed for a specified period on a non-exclusive basis. The duration of the use of the license is one (1) year. This agreement only gives you some rights to use the features included in the software edition you licensed. Biotope reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not:

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- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- use the software in any way that is against the law; or
- rent, lease or lend the software;

7. BACKUP COPY.

a. Media. If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to reinstall the software on the licensed device.

b. Electronic Download. If you acquired and downloaded the software online, you may make one copy of the software on a disc or other media in order to install the software on the licensed device. You may also use it to reinstall the software on the licensed device.

8. UPGRADE OR CONVERSION.

To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the software you upgraded or converted from.

9. REASSIGN TO A NOTHER DEVICE.

You may reassign the license to a different device any number of times, but not more than one time every ninety (90) days, and under the subsequent condition of the request being first made to Biotope. If you reassign, that other device becomes the “licensed device.”

10. RESTRICTIONS À L'EXPORTATION.

The software is subject to France export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

11. LIMITATION ON AND EXCLUSION OF DAMAGES.

YOU CAN RECOVER FROM BIOTOPE AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE SUBSCRIPTION AMOUNT YOU SUBSCRIBED FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Biotope knew or should have known about the possibility of the damages.

12. GENERAL PROVISIONS.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. This agreement may only be modified in writing, signed by an authorized officer of Biotope. The French version of this agreement will be the only version used when interpreting or construing this agreement. This is the entire agreement between Biotope and Customer relating to the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software

13. LIMITED WARRANTY

A. LIMITED WARRANTY.

If you follow the instructions, the software will perform substantially as described in the Biotope materials that you receive in or with the software.

B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.

THE LIMITED WARRANTY COVERS THE SOFTWARE WITHIN THE SUBSCRIPTION PERIOD. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT PERIOD, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY.

C. EXCLUSIONS FROM WARRANTY.

This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Biotope's reasonable control.

D. REMEDY FOR BREACH OF WARRANTY.

BIOTOPE WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF BIOTOPE CANNOT REPAIR OR REPLACE IT, BIOTOPE WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF BIOTOPE CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO BIOTOPE WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.

E. WARRANTY PROCEDURES.

You need proof of purchase for warranty service. In that case, please contact sonochiro@biotope.fr.

F. NO OTHER WARRANTIES.

THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM BIOTOPE. BIOTOPE GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, BIOTOPE EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

G. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.

THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

14. CONTACT

You may contact Biotope:

- Via Biotope website: <http://www.leclub-biotope.com/>
- By e-mail: sonochiro@biotope.fr
- By mail: Biotope
22, boulevard Maréchal Foch
BP 58
34140 MEZE
France

15. APPLICABLE LAW:

The language and the applicable law to the present terms are French.

Any legal conflict between Biotope and you should result in an attempt to reach an amicable settlement.

Legal conflicts between Biotope and merchants will be subjected to the exclusive competence of the the Commercial Court of Montpellier.

Legal conflicts between Biotope and non-merchants will be displayed to the authorized court.