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Le Licencié est autorisé à redistribuer le Logiciel Modifié, sous forme de Code Source ou de Code Objet, à condition que cette redistribution respecte les dispositions du Contrat dans leur totalité et soit accompagnée:

- **1.** d'un exemplaire du Contrat,
- **2.** d'un avertissement relatif à la restriction de garantie et de responsabilité du concédant telle que prévue aux articles 8 et 9, et que, dans le cas où seul le Code Objet du Logiciel Modifié est redistribué, le Licencié permette aux futurs Licenciés d'accéder facilement au Code Source complet du Logiciel Modifié en indiquant les modalités d'accès, étant entendu que le coût additionnel d'acquisition du Code Source ne devra pas excéder le simple coût de transfert des données.

○ **5.3.3. REDISTRIBUTION DES MODULES DYNAMIQUES**

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

○ **5.3.4. COMPATIBILITE AVEC LA LICENCE GPL**

Dans le cas où le Logiciel, Modifié ou non, est intégré à un code soumis aux dispositions de la licence GPL, le Licencié est autorisé à redistribuer l'ensemble sous la licence GPL.

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Article 6 - PROPRIETE INTELLECTUELLE

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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 œuvre et nul autre n'a la faculté de modifier les conditions de diffusion de ce Logiciel Initial.

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- **6.2. SUR LES CONTRIBUTIONS**

Les droits de propriété intellectuelle sur les Contributions sont attachés au titulaire de droits patrimoniaux désigné par la législation applicable.

- **6.3. SUR LES MODULES DYNAMIQUES**

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- **6.4. DISPOSITIONS COMMUNES**

- **6.4.1.** Le Licencié s'engage expressément:

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Article 7 - SERVICES ASSOCIES

- **7.1.** Le Contrat n'oblige en aucun cas le Concédant à la réalisation 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 même, tout Concédant est libre de proposer, sous sa seule responsabilité, à ses licenciés une garantie, qui n'engagera que lui, lors de la redistribution du Logiciel et/ou du Logiciel Modifié et ce, dans les conditions qu'il souhaite. Cette garantie et les modalités

financières de son application feront l'objet d'un acte séparé entre le Concédant et le Licencié.

Article 8 - RESPONSABILITE

- **8.1.** Sous réserve des dispositions de l'article 8.2, si le Concédant n'exécute pas tout ou partie des obligations mises à sa charge par le Contrat, le Licencié a la faculté, sous réserve de prouver la faute du Concédant concerné, de solliciter la réparation du préjudice direct qu'il subit 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 découlant de l'utilisation ou des performances du Logiciel subis par le Licencié lorsqu'il s'agit d'un professionnel utilisant le Logiciel à des fins professionnelles et (iii) des dommages indirects découlant de l'utilisation ou des performances du Logiciel. Les Parties conviennent expressément que tout préjudice financier ou commercial (par exemple perte de données, perte de bénéfices, perte d'exploitation, perte de clientèle 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.

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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 défaillance d'exécution du Contrat qui serait dû à un cas de force majeure, un cas fortuit ou une cause extérieure, telle que, notamment, le mauvais fonctionnement ou les interruptions du réseau électrique ou de télécommunication, la paralysie du réseau liée à une attaque informatique, l'intervention des autorités gouvernementales, les catastrophes naturelles, les dégâts des eaux, les tremblements de terre, le feu, les explosions, les grèves et les conflits sociaux, l'état de guerre...

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- **11.5. LANGUE**

Le Contrat est rédigé en langue française et en langue anglaise. En cas de divergence d'interprétation, seule la version française fait foi.

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- **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.

1 Ce: CEA, C: CNRS, I: INRIA, LL: Logiciel Libre

Version 1 du 21/06/2004

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