

TERMS AND CONDITIONS OF USE "T&C"

HUB4SYS AND SIM4SYS

Date of last update: [XX]/[XX]/2021

Before clicking on the icon « I have read and I accept the T&C », You must read this document carefully in full.

Under these T&C, Sim4Sys-Designer and the Hub4Sys and Sim4Sys-Virtual Bench Services are provided free of charge, without warranty, for the purpose of creating designs under a Creative Commons CC BY license, under the following terms and conditions.

By clicking on " I have read and I accept the T&C ", You represent having full legal capacity to enter into these T&C and You undertake to use Sim4Sys-Designer and the Hub4Sys and Sim4Sys-Virtual Bench Services in accordance with these terms.

Sim4Sys-Designer is a computer-aided design tool installed on user's desktop.

Sim4Sys-Designer and the associated Services' provide the main below features:

- modelling the behaviour of mechatronic, computer or communication systems,
- generating executable code that will be able to animate graphical objects in the Sim4Sys-Virtual Bench Platform accessible at <https://sim4sys.com/login>, subject to daily compilation capacity limitation per user based on a principle of shared compilation queue between users,
- generating, for its projects, results such as requirements and documents from system models, which are stored in the Hub4Sys Platform accessible at <https://hub4sys/>, and
- to contribute to other users' projects.

THE RESULTS GENERATED VIA SIM4SYS-DESIGNER AND THE USE OF THE SERVICES AS WELL AS THE CONTRIBUTIONS ARE GOVERNED BY THE CC BY LICENSE AVAILABLE VIA THE FOLLOWING LINK: <https://creativecommons.org/licenses/by/4.0/legalcode>. IT IS MANDATORY FOR THE USER TO CREATE AN ACCOUNT IF HE WANTS TO CONTRIBUTE TO OTHER USERS' PROJECTS.

The language proposed for the enter into force of these T&C is English. For information, these T&C will also be available in French.

The different versions of the applicable T&C are archived in CIL4Sys servers and are available upon simple request by email: contact@cil4sys.com.

These T&C are entered into between:

- the company **CIL4Sys Engineering**, SAS, located at 20 rue Moxouris Le Chesnay, 78150 Le Chesnay-Rocquencourt, France and registered at the French trade and companies register of Versailles under the number 811 844 935 represented by its President, which VAT number is: FR35 811844935 and email address contact@cil4sys.com (hereinafter "**CIL4Sys**"), and:
- The user who accepts these T&C (hereinafter the "**User**", "**You**" or "**Your**").

The User and CIL4Sys may sometimes be referred to individually as the "**Party**" and collectively as the "**Parties**".

The offer of CIL4Sys does not include the cost of using the means of access (computer, internet connection) of the User, as determined by User's telephone or internet subscription. These means of access therefore remain at User's expense.

WARNING: IT IS THE USER'S RESPONSIBILITY TO HAVE A COMPATIBLE TECHNICAL ENVIRONMENT INCLUDING A COMPUTER AND AN INTERNET CONNECTION. COMPATIBLE TECHNICAL CHARACTERISTICS ARE COMMUNICATED AS AN EXAMPLE ON THE SITE [HTTPS://DOCS.SIM4SYS.COM](https://docs.sim4sys.com) (HEREAFTER ALL TOGETHER "TECHNICAL PREREQUISITES"). FAILURE TO COMPLY WITH THESE TECHNICAL REQUIREMENTS FOR THE TERM OF THE T&C MEANS THAT SIM4SYS-DESIGNER MAY NOT WORK PROPERLY. IT IS THE USER'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH THE TECHNICAL DURING THE TERM OF THE T&C.

1. DEFINITIONS.

The terms below have the following meanings when used in these T&C with the first letter in uppercase:

- 1.1 "Anomaly":** means a reproducible malfunction of Sim4sys-Designer and exclusively attributable to CIL4Sys.
- 1.2 "T&C":** means these T&C, including its Appendix.
- 1.3 "Documentation":** means any written or electronic documentation (for example on the website docs.sim4sys.com) concerning Sim4sys-Designer and/or the Services.
- 1.4 "Environment":** means all hardware elements, system software (including the operating software), on which Sim4sys-Designer is executed as well as the conditions under which Sim4sys-Designer is executed, for example conditions relating to the infrastructure and the telecom, internet, electrical networks, etc.
- 1.5 "Force Majeure Event":** means any event caused by circumstances beyond the reasonable control of CIL4Sys, for example: a natural disaster, action by government authorities, a flood, a fire, an earthquake, a civil disturbance, an act of terrorism, a strike or another labour related social problem (not involving CIL4Sys employees), a failure or a delay from an Internet service provider, a failure or a delay from CIL4Sys' hosting provider or any acts undertaken by third parties including but not limited to a denial of service attack..
- 1.6 "Free License(s)":** means the specific license(s) applying to the Free Components, as detailed in Appendix 1 of these T&C.
- 1.7 "Component":** means any Sim4sys-Designer component including but not limited to its architecture, its computer programs (in any form whatsoever, executable or source), its Documentation.
- 1.8 "Free Component":** means the Components which are governed by the Free Licenses. The Free Components are detailed in Appendix 1 of these T&C.
- 1.9 "Non-Free Component":** means the Components that are not governed by a Free License.
- 1.10 "User Account":** means any account created by the User, accessible from the Hub4Sys Platform and allowing him to log into the Platforms. A User Account is defined by a login and a password (hereinafter "Login Information"). The User Account gives the User access to the Services.
- 1.11 "Contribution":** means any modification made to a Result.
- 1.12 "User Data":** means all data that:
 - (i) is sent by User to any of the Platforms through the use of the Services,
 - (ii) is hosted on any of the Platforms.User Data includes Results.
- 1.13 "Subscription Term":** means the entire period for which the User subscribes to the Services.

- 1.14 “Results”:** means the files generated by User thanks to Sim4sys-Designer.
- 1.15 “Update”:** means successive formulations of the same Sim4sys-Designer version following minor corrections, adaptations and evolutions. An Update can include one/several Software Patch(s).
- 1.16 “New Version(s)”:** means Sim4sys-Designer and its major functional and technical evolutions.
- 1.17 “Hub4Sys Platform”:** refers to the area of the network where CIL4Sys controls and maintains the Services including in particular the functionalities of storage and consultation of Results. User accesses the Hub4Sys Platform via his Login Information to use the said Services, thanks to the website accessible at the URL address: [https:// hub4sys.com/](https://hub4sys.com/) or any other website that may succeed it.
- 1.18 “Sim4Sys Virtual Bench Platform”:** means the area of the network where CIL4Sys controls and maintains the Services including in particular the functionalities of execution and visualization of Results in a virtual environment. User accesses Sim4Sys Virtual Bench Platform via his Login Information and uses the said Services, thanks to the website accessible at the URL address: <https://sim4sys.com/login> or any other website that may succeed it.
- 1.19 “Platforms”:** means the Hub4Sys Platform and the Sim4Sys Virtual Bench Platform together.
- 1.20 “Third Party Services”:** means (i) any software application or other functionality of a software application or any software development tool or database or any service or system, (ii) provided or published by a third party (iii) that interacts with the Services.
- 1.21 “Third Party Data”:** means any data obtained from Third Party Services and provided to User in connection with the Services.
- 1.22 “Services”:** means access to Sim4Sys-Designer as defined below, to the Hub4Sys Platform and to the Sim4Sys Virtual Bench Platform and their respective features.
- 1.23 “Sim4Sys-Designer”:** means access to the Sim4sys-Designer design tool, which is provided by CIL4Sys under the conditions described hereinafter. The main characteristics of Sim4Sys-Designer are described in Section “Description of Sim4sys-Designer”.
- 1.24 “Workaround”:** means a temporary solution brought to an Anomaly, while waiting for a Software Patch.
- 1.25 “Software Patch”:** means a portion of a computer program added to Sim4sys-Designer for the purpose of correcting an Anomaly.
- 1.26 “Project”:** refers to User’s projects, in the context of which he uses Sim4Sys-Designer and the Services.
- 1.27 “Product”** means the products that are designed by User (as a professional law and not as a consumer or a non-professional under French) through the use of Sim4Sys-Designer.
- 1.28 “User”:** means the natural person who has subscribed to these T&C or the legal person who has subscribed to these T&C and who is validly represented by a person with the appropriate mandate, authorization or delegation of authority.

2. PURPOSE OF THE T&C AND ENTRY INTO FORCE

2.1 Purpose of the T&C. The purpose of these T&C is to define the terms of access and use of Sim4Sys-Designer and the Services. Any use of Sim4Sys-Designer and the Services is subject to compliance with these T&C.

2.2 Entry into force. These T&C will enter into force and will become enforceable against User as soon as they are accepted by User (the “**Effective Date**”). This acceptance is made by clicking on the icon “I have read and I accept these T&C”. These T&C are entered into for a non-limited term.

3. ACCESS AND USE OF SIM4SYS-DESIGNER

3.1 Purpose of this Section. The purpose of this Section is to define the terms of access and use of Sim4Sys-Designer.

3.2 Provision of Sim4sys-Designer. Subject to (i) prior creation of a User Account and (ii) User's prior acceptance of these T&C, CIL4Sys will make Sim4sys-Designer available to User through a download link. User undertakes that Sim4sys-Designer is installed locally on User's workstation and therefore User is forbidden to install Sim4sys-Designer on a shared drive.

3.3 Maintenance and guarantees. AS SIM4SYS-DESIGNER IS PROVIDED FREE OF CHARGE, SIM4SYS-DESIGNER IS PROVIDED HERewith IN A TEST MODE. AS SUCH, USER IS INFORMED THAT SIM4SYS MAY CONTAIN ERRORS OR ANOMALIES. CIL4Sys will make reasonable efforts to enable the correction of Anomalies or errors, including making Updates, New Versions and Software Patches available via the Platforms' website. Therefore, User is liable for checking on the Platforms' website whether Software Patches, Updates and New Versions are available, for the purpose Anomaly correction.

3.4 Technical Prerequisites. IT IS USER'S RESPONSIBILITY TO HAVE A COMPATIBLE TECHNICAL ENVIRONMENT INCLUDING A COMPUTER AND AN INTERNET CONNECTION. COMPATIBLE TECHNICAL CHARACTERISTICS ARE COMMUNICATED AS AN EXAMPLE ON THE SITE [HTTPS://DOCS.SIM4SYS.COM](https://docs.sim4sys.com) (HEREAFTER ALL TOGETHER "TECHNICAL PREREQUISITES"). FAILURE TO COMPLY WITH THESE TECHNICAL PREREQUISITES FOR THE TERM OF THE T&C MEANS THAT SIM4SYS-DESIGNER MAY NOT WORK PROPERLY. IT IS USER'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH THE TECHNICAL PREREQUISITES DURING THE TERM OF THE T&C.

3.5 Description of Sim4sys-Designer. CIL4Sys will provide User with access to Sim4sys-Designer as a "reasonable effort obligation". Sim4sys-Designer includes the following functionalities including without limitations : (i) Sim4Sys User Profile, (ii) Dialog boxes that guide the User to modelling work, (iii) Automatic generation of state machines from sequence diagrams, (iv) Automatic connection of ports and interfaces in the structure diagram from interactions in the sequences, (v) Import of Matlab/Simulink templates in black box, integration as activity implementation, (vi) Import Python modules in black box, integration as activity implementation, (vii) Import PostgreSQL queries as activity implementation, (viii) Import of C++ black box modules, integration as activity implementation, (ix) Generation of C++ code from state machines, in order to validate the modelled behaviour in "Sim4Sys-Virtual Bench", (x) Dynamic launcher of executable files during simulation, (xi) Animation of state machines during C++ code execution, (xii) Configuration of requirement grammars and document templates, and (xiii) Automatic generation of textual requirements and specification documents.

3.6 Usage Restrictions applicable to Sim4Sys-Designer. Subject to Section "Reservation applicable to usage restrictions ", User prohibits himself from: (a) attempting to decompile, reverse engineer or discover in any other way the source codes of Sim4sys-Designer or its Components, except in cases authorized by the Intellectual Property Code; (b) modifying Sim4sys-Designer or its Components or attempting in any other way to obtain unauthorized access to Sim4sys-Designer or its Components ; (c) granting a license or sub-license, selling, assigning, reselling, renting, lending, leasing, transferring, distributing, sharing Sim4sys-Designer, and more generally from commercially exploiting Sim4sys-Designer or making Sim4sys-Designer available to third parties ; (d) installing Sim4sys-Designer on a shared drive; (e) attempting to copy or copying, in any way whatsoever, without the prior written permission of CIL4Sys all or part of Sim4sys-Designer, (f) using Sim4sys-Designer in violation of applicable laws and regulations or these T&C.

3.7 Reservation applicable to usage restrictions. The foregoing usage restrictions do not apply to Free Components which Free Licence includes an express obligation on the part of CIL4Sys to provide User with a use described in (a), (b), (c), (d) or (e) of Section "Usage Restrictions applicable to Sim4Sys-Designer".

3.8 Prohibition of harmful use. As part of the use of Sim4sys-Designer, User is forbidden to attempt to cause any damage, or cause any damage to CIL4Sys and/or any third party and including through the Internet, for example by committing acts of unfair competition or acts of counterfeiting.

3.9 Confidentiality. Sim4Sys-Designer is confidential. As such, User agrees not to share the link giving access to the installation of Sim4Sys-Designer. Only a User who has accepted the present T&C is authorized to install and use Sim4Sys-Designer.

4. INTELLECTUAL PROPERTY RIGHTS RELATING TO SIM4SYS-DESIGNER

4.1 Free Components. User acknowledges and accepts that Sim4sys-Designer includes Free Components as defined in Appendix 1 "List of Free Components". Each Free Component is governed by the corresponding Free License. As such, User undertakes to comply with the terms and conditions of these Free Licenses (see the links in Appendix 1 "List of Free Components", giving access to the content of the applicable Licenses). In the event of a conflict between the terms and conditions of the Free Licenses and the terms of these T&C, the terms and conditions of the Free Licenses will prevail, but only for the concerned Free Component.

4.2 Non-Free Components. CIL4Sys grants User a non-transferable, non-exclusive right to access and use the Non-Free Components (only in the form of an executable), worldwide, for the duration of these T&C and for the sole purpose of enabling the User to design his Projects, under the terms and conditions provided for in these T&C.

4.3 Results. User is responsible for the use he makes of the Results and the conditions under which he uses them. User is responsible for ensuring that the Results are registered and saved and agrees to share them in the Hub4Sys Platform, under the conditions defined hereafter. **USER ACKNOWLEDGES AND AGREES THAT OTHER USERS MAY MAKE CONTRIBUTIONS TO HIS RESULTS. USER ACKNOWLEDGES AND AGREES THAT THE RESULTS AND ALL HIS CONTRIBUTIONS ARE SUBJECT TO THE CCBY LICENSE AVAILABLE VIA THE FOLLOWING LINK:**

[HTTPS://CREATIVECOMMONS.ORG/LICENSES/BY/4.0/LEGALCODE.](https://creativecommons.org/licenses/by/4.0/legalcode)

5. ACCESS AND USE OF THE SERVICES VIA THE HUB4SYS AND SIM4SYS VIRTUAL BENCH PLATFORMS

5.1 Purpose of the Services. The Services are intended to be used by Users for the purpose of performing Computer Aided Design (CAD), as described in the Documentation (hereinafter "**Purpose**").

5.2 Provision of the Services. Subject to User's use of the Services in accordance with these T&C, the Documentation, the Destination and applicable laws and regulations, CIL4Sys agrees to:

- (a) make the Services available to User, in accordance with these T&C, for testing and evaluation purposes;
- (b) use its best efforts to make the Services available 24 hours a day, 7 days a week, except for (i) unavailability resulting from corrective or evolutionary maintenance operations and (ii) unavailability caused by a Force Majeure Event.
- (d) provide the Services in accordance with the laws and regulations that are applicable to CIL4Sys in general, taking into account the Purpose of the Services. For the avoidance of doubt, CIL4Sys will not be able to comply with the said laws and regulations in the event that the User fails to comply with the terms of these T&C, and in particular his obligation to use the Services in accordance with their Purpose.

5.3 Functionalities. User acknowledges and accepts that the Services, including their functionalities, may change during the Subscription Term. CIL4Sys undertakes to maintain the general functionalities of the Platforms, provided for in the definition of each of them, in the "Definition" Section, throughout the Subscription Term.

5.4 Limitations. **USER IS INFORMED THAT UNDER THESE T&C, CIL4SYS MAY REVISE ANY TIME THE COMPILATION CAPACITIES OFFERED TO USERS ON A DAILY BASIS, (SUCH CAPACITIES BEING SHARED ACCORDING TO A PRINCIPLE OF QUEUE). IF USER DOES NOT WISH TO BE SUBJECT TO THIS LIMITATION, HE SHOULD SUBSCRIBE TO AN OFFER SUBJECT TO PAYMENT OF A FEE.**

5.5 Security. User is informed that the technical and organizational measures aimed at ensuring the security of the User's Data and Results as stored in the Hub4Sys Platform, may be modified throughout the Subscription Term at the discretion of CIL4Sys. CIL4Sys is not responsible for the security, confidentiality and integrity of the User Data beyond the Platforms. For the avoidance of doubt, CIL4Sys is no longer responsible for User Data once it leaves the Platforms.

5.6 Usage restrictions applicable to the Services. User agrees not to:

- (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or make the Services available to any third party, other than Users;
- (b) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks;
- (c) use the Services in any unlawful manner;
- (d) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that in violation of any applicable laws or regulations;
- (e) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components;
- (f) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Services; except in cases authorized by these T&C or by the French Intellectual Property Code;
- (g) use the Services to intentionally post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory or any data in violation of the law or regulation applicable to the Services;
- (h) use the Services for any purpose other than their Purpose;
- (i) store or transmit any “special categories of data”, as defined in article 9 of the GDPR;
- (j) use the Services to intentionally post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software (“**Malicious Software**”);
- (k) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; or
- (l) use or attempt to use the Services in violation of this Section.

5.7 Confidentiality of Login Information. User shall not share his Login Information with any other person or persons. The User is responsible for maintaining the confidentiality of all Login Information related to User Account.

5.8 Audit. CIL4Sys reserves the right to periodically verify that the User’s use of the Services complies with these T&C. If what CIL4Sys discovers in the course of these verifications leads it to identify one of the cases listed in the Section "Suspension of Services", then User acknowledges and agrees that CIL4Sys may suspend his access to the Services, in accordance with the terms and conditions detailed in the said Section, or even terminate these T&C in accordance with Section "Termination by CIL4Sys without notice".

5.9 Third Party Services. If User uses a Third Party Service in connection with the Services, then any data transfer between (i) User and any provider other than CIL4Sys or (ii) relating to any service other than the those provided by CIL4Sys, will only concern User and the provider in question. CIL4Sys makes no representation in connection with User's use of Third Party Services. CIL4Sys will not be responsible for any disclosure, modification or deletion of User Data that results from any access to the Services and/or User Data by the Third Party Service in question or its provider.

5.10 Removal of Third Party Data and Third Party Services. If a third party holding intellectual property rights requires CIL4Sys to remove Third Party Data that is part of User Data, or if CIL4Sys receives information that Third Party Data or Third Party Services may violate applicable laws or any rights of third parties, then CIL4Sys may discontinue the functionality of the Services that interacts with Third Party Services and Third Party Data, and/or notify User that he must cease any use of such Third Party Data. In the latter case and to the extent permitted by law, User will comply and promptly delete the relevant Third Party Data from his systems.

5.11 Integration with Third Party Services. The Services may contain features designed to interact with Third Party Services. CIL4Sys cannot guarantee the continued availability of such functionalities of the Services during the entire Subscription Term. CIL4Sys may therefore cease to provide them; in such case, User will have not have any right or any other form of compensation or indemnity in this regard. In addition, it will be User's responsibility to ensure that Third Party Services he wishes to use are compatible with the Services during the Subscription Term.

6. INTELLECTUAL PROPERTY RIGHTS RELATING TO THE HUB4SYS AND SIM4SYS VIRTUAL BENCH PLATFORMS

6.1 Licence to use the Services. During the Subscription Term and subject to User's compliance with these T&C, CIL4Sys grants User a limited right to access and use the Services in accordance with their Purpose. This right is non-transferable and is granted on a non-exclusive basis, for the Subscription Term, worldwide.

6.2 License granted by User to CIL4Sys on User Data and any Third Party Data. In order to enable CIL4Sys to provide the Services in accordance with these T&C, User grants CIL4Sys and its relevant subcontractors a worldwide license, for a period limited to the Subscription Term plus a period of three (3) months, to host, copy, transmit and display the User Data, his Results, any Third Party Services as well as any possible program codes created by User and through the use of a Service.

6.3 License on suggestions, enhancement requests, recommendations and other feedback. CIL4Sys will have a royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Services, or otherwise use any suggestions, enhancement requests, recommendations or other feedback it may receive from User.

7. SUSPENSION AND TERMINATION

7.1 Suspension of Services. CIL4Sys reserves the right to limit the Services, or suspend access to them in whole or in part, if CIL4Sys detects or has objective evidence to assess that:

(a) the User has failed to comply with the obligations stipulated in the Sections "Usage Restrictions applicable to Sim4Sys-Designer", "Prohibition of harmful use", "Usage Restrictions applicable to the Services", "Intellectual property rights relating to Sim4Sys-Designer", "Intellectual property rights relating to the Hub4Sys Platform and the Sim4Sys Virtual Bench Platform", "Confidentiality" of the present T&C;

(b) User's use of the Services is unusually high or has substantially increased and such traffic or use is fraudulent or has a significant negative impact on the ability of the Services to operate;

(c) Malicious Software is connected to User Account or is related to User's use of the Services;

(d) use of the Services by User threatens the security, integrity or availability of the Services.

Depending on the circumstances, CIL4Sys may, at its sole discretion, notify or not the User in advance of such suspension of Services and give or not the User the opportunity to remedy the causes.

7.2 Termination by User. You may terminate as of right these T&C at any time by sending Your termination's request by email at the following address: contact@cil4sys.com . Termination will take effect immediately after the receipt by CIL4Sys of such termination email.

7.3 Termination by CIL4Sys, without notice. CIL4Sys reserves the right to terminate as of right these T&C with immediate effects, if (i) a material breach may cause damage to CIL4Sys, or (ii) within a period of 15 days following a suspension of Services made under the "Suspension of Services" Section above. In case of termination, Your right to use Sim4sys-Designer will cease immediately and You agree to uninstall Sim4sys-Designer immediately from Your hardware.

7.4 Termination by CIL4Sys with notice. CIL4Sys reserves its right to terminate these T&C as of right with a three-month (3) notice anytime during the Subscription Term.

7.5 Survival. User's obligations under these T&C will survive as long as User has not uninstalled Sim4Sys-Designer from his hardware. The same applies to the "Limitation of Liability" Section.

8. LIABILITY

8.1 Covered Damages. Only direct and foreseeable damages suffered by one party due to a breach by the other party of its obligations under the present T&C may be taken into account, under the conditions below. If User is a consumer or a non-professional within the meaning of the French consumer Code, the following provisions will apply to the fullest extent permitted by French consumer law.

8.2 Excluded damages. CIL4SYS CANNOT BE HELD RESPONSIBLE FOR ANY DESIGN DEFECTS IN PRODUCTS OR PROJECTS FOR WHICH SIM4SYS-DESIGNER AND THE SERVICES HAVE BEEN USED. SIM4SYS-DESIGNER AND

THE SERVICES ARE ONLY DESIGN TOOLS AND THE RESULTS (AS DEFINED HEREIN) ALONE ARE NOT SUFFICIENT TO VALIDATE THE DESIGN OF ANY PRODUCT OR PROJECT (AS DEFINED HEREIN). IT IS USER'S RESPONSIBILITY TO CARRY OUT ALL USEFUL VERIFICATIONS IN COMPLIANCE WITH THE APPLICABLE LAWS AND REGULATIONS, PRIOR TO VALIDATING THE DESIGN OF HIS PROJECTS OR PRODUCTS AND TO PLACING THEM ON THE MARKET, IF NECESSARY. IN THIS RESPECT, IT IS USER'S SOLE RESPONSIBILITY TO ENSURE THAT HIS PROJECTS DO NOT BRING ANY RISK TO HIMSELF OR THIRD PARTIES. IF USER IS A PROFESSIONAL, IT IS HIS SOLE RESPONSIBILITY TO ENSURE THAT THE PRODUCTS HE PLANS TO MARKET PROVIDE THE LEVEL OF SECURITY THAT CAN LEGITIMATELY BE EXPECTED. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY OF THE FOLLOWING CATEGORIES OF DAMAGES INCURRED IN CONNECTION WITH THESE T&C: INDIRECT DAMAGES, NON-PERSONAL DAMAGES, UNCERTAIN DAMAGES, UNFORESEEABLE DAMAGES, BUSINESS DAMAGES (E.G., LOSS OF PROFITS, LOSS OF SALES OR BUSINESS, LOSS OF GOODWILL), FINANCIAL LOSS (INCLUDING LOST EARNINGS OR LOSS OF OPPORTUNITY TO REALIZE SUCH REVENUES), OR COSTS OF REPLACEMENT SERVICES, OR DAMAGE TO IMAGE OR REPUTATION, OR DAMAGES IN CONNECTION WITH USER'S VIOLATION OF THESE T&C OR ANY APPLICABLE LAWS AND REGULATIONS, OR DAMAGES IN CONNECTION WITH USER'S MISUSE OF THE SERVICES OR USE NOT IN ACCORDANCE WITH THE DOCUMENTATION, OR DAMAGES IN CONNECTION WITH A FAULT OR NEGLIGENCE ATTRIBUTABLE DIRECTLY OR INDIRECTLY TO USER, DAMAGES CAUSED TO USER DATA WHEN IT IS LOCATED OUTSIDE THE PLATFORMS, DAMAGES IN CONNECTION WITH THE USE OF A VERSION OF SIM4SYS-DESIGNER WHICH IS PRIOR TO THE NEW VERSION, DAMAGES IN CONNECTION WITH USER'S FAILURE TO EXECUTE AN AVAILABLE UPDATE, DAMAGES IN CONNECTION WITH USER'S FAILURE TO EXECUTE AN AVAILABLE SOFTWARE PATCH, DAMAGES IN RELATED TO A FAILURE TO COMPLY WITH THE TECHNICAL PREREQUISITES. FURTHERMORE, CIL4SYS SHALL NOT BE LIABLE FOR ANY DAMAGE IN CONNECTION WITH THIRD PARTY DATA OR THIRD PARTY SERVICES.

8.3 Liability cap. Neither party's liability under this Agreement shall exceed a cap amount of €1000/year. This liability cap allocates the risk between the parties. The parties acknowledge that the amount of the above cap reflects this allocation of risk and that the resulting liability is not insignificant.

9. CIL4SYS CONTACT INFORMATION

In case of questions or difficulties, User can contact CIL4Sys:

- by mail at the following mail address: SAS CIL4Sys Engineering 20 rue Moxouris, 78150 Le Chesnay - France.
- by email at the following email address: contact@cil4sys.com;
- by phone: +33 147426875.

10. GENERAL PROVISIONS

10.1 T&C's assignment. User hereby expressly consents in advance that CIL4Sys may assign these T&C in connexion with any merger, any change of control of that party, or the sale of all or a substantial part of its assets.

10.2 Modification of T&C. CIL4Sys may amend these T&C (or any subsequent version) any time and in particular on the occasion of a New Version or an Update. User will then be able to accept this new version of the T&C. Otherwise, the unamended T&C will remain applicable, unless terminated by one of the parties under the conditions provided for this purpose in Section "Suspension and termination".

10.3 No Waiver. CIL4Sys's failure to enforce at any provision of these T&C does not constitute a waiver of that provision or of any other provision of these T&C.

10.4 Autonomy of provisions. If any provision of these T&C is held by a court of a competent jurisdiction to be unenforceable, the remaining provisions of these T&C will remain in effect to the extent permitted by law.

10.5 Applicable law. THESE T&C ARE GOVERNED BY THE LAWS OF FRANCE, REGARDLESS OF THE PRINCIPLES OF CONFLICT OF LAWS. NOTWITHSTANDING THE FOREGOING, THE CHOICE OF THE LAWS OF FRANCE WILL NOT HAVE THE RESULT OF DEPRIVING THE CONSUMER OF THE PROTECTION AFFORDED TO HIM BY

PROVISIONS THAT CANNOT BE DEROGATED FROM BY AGREEMENT BY VIRTUE OF THE LAW WHICH, IN THE ABSENCE OF THIS SECTION “APPLICABLE LAW”. FOR CLARITY, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THESE T&C.

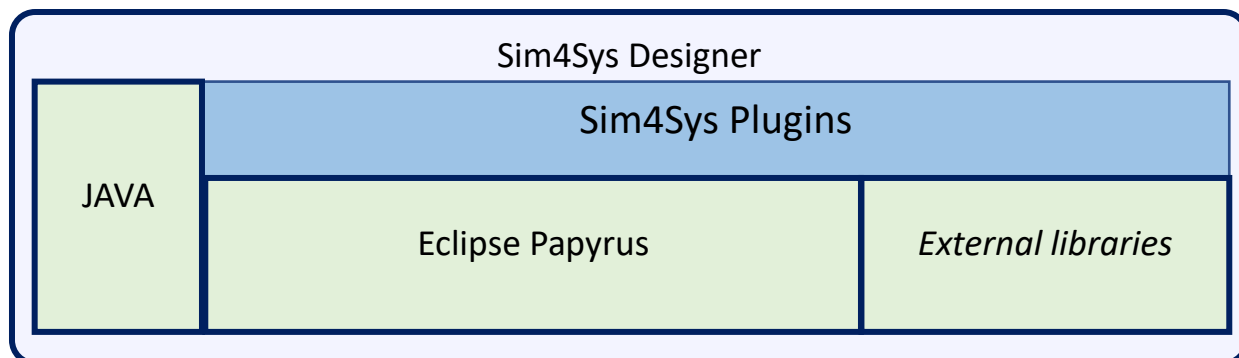
10.6 Ombudsman in case the User is a consumer under the applicable law. In the event of a dispute between CIL4Sys and a User who is a consumer under the applicable law, both parties undertake to seek for an amicable resolution. In this context, in accordance with French consumer law, CIL4Sys guarantees the User the possibility of having recourse to a consumer ombudsman free of charge. Please send your request to contact@cil4sys.com to find out which ombudsman was appointed at the time of the dispute.

10.7 Jurisdiction. The courts of Versailles have jurisdiction for all disputes in connection with the present T&C. As an exception to the foregoing, when User is a consumer or a non-professional within the meaning of the Consumer applicable law, then the competent jurisdiction will be the one defined by the applicable law, as defined in the above Section “Applicable law”.

10.8 List of Appendices :

Appendix 1 : List of Free Components

Appendix 1: List of Free Components (green background blocks)



	Licence Type	Project license link (or generic by default)	Project Link (including access to source code and copyrights)
JAVA	GPL v2 with Classpath Exception	https://openjdk.java.net/legal/gplv2+ce.html	https://github.com/openjdk/
Eclipse Papyrus	Eclipse Public License 2.0 (EPL v2)	https://www.eclipse.org/legal/epl-2.0/	https://www.eclipse.org/papyrus/
<i>External libraries included in the package</i>			
Pybind11	BSD	https://github.com/pybind/pybind11/blob/master/LICENSE	https://github.com/pybind/pybind11
websocket++	BSD	https://opensource.org/licenses/BSD-3-Clause	https://www.zaphoyd.com/projects/websocketpp/
pgSQL	spécifique	https://www.postgresql.org/about/licence/	https://www.postgresql.org/
Apache Commons	Apache V2	http://www.apache.org/licenses/LICENSE-2.0	http://commons.apache.org/
Poi	Apache V2	http://www.apache.org/licenses/LICENSE-2.0	https://poi.apache.org/
Log4J	Apache V2	https://logging.apache.org/log4j/2.x/license.html	https://logging.apache.org/log4j/2.x/

SparseBitSet	Apache V2	https://github.com/brettwooldridge/SparseBitSet/blob/master/LICENSE	https://github.com/brettwooldridge/SparseBitSet
JNA	Apache V2 (choix)	https://github.com/java-native-access/jna/blob/master/LICENSE	https://github.com/java-native-access/jna
Jprocesses	Apache V2	http://www.apache.org/licenses/LICENSE-2.0	https://mvnrepository.com/artifact/org.jprocesses/jProcesses/1.2
Grizzly	EPL v2 + GPL v2 with Classpath Exception	https://github.com/eclipse-ee4j/grizzly/blob/master/LICENSE.md	https://github.com/eclipse-ee4j/grizzly
javax.websocket	EPL v2 + GPL v2 with Classpath Exception	https://github.com/eclipse-ee4j/websocket-api/blob/master/LICENSE.md	https://github.com/eclipse-ee4j/websocket-api
Tyrus	CDDL v1.1 + GPL v2 with Classpath Exception	https://tyrus-project.github.io/license.html	https://tyrus-project.github.io/index.html
Jaxb	CDDL v1.1 (choix)	https://oss.oracle.com/licenses/CDDL-1.1	https://javaee.github.io/jaxb-v2/
Activation	CDDL v1.1 (choix)	https://oss.oracle.com/licenses/CDDL-1.1	https://search.maven.org/artifact/com.sun.activation/javax.activation/1.2.0/jar
Odfdom-java	Mozilla Public License v2.0	https://www.libreoffice.org/about-us/licenses	https://www.libreoffice.org/
Rapidjson	MIT	https://mit-license.org/	https://github.com/Tencent/rapidjson/tree/master/include/rapidjson
<i>Dependencies used at compilation</i>			
Dom4J	Spécifique	https://github.com/dom4j/dom4j/blob/master/LICENSE	https://github.com/dom4j/dom4j
Guava	Apache V2	https://github.com/google/guava/blob/master/COPYING	https://github.com/google/guava
Gson	Apache V2	https://github.com/google/gson/blob/master/LICENSE	https://github.com/google/gson
Apache Tika	Apache V2	https://tika.apache.org/license.html	https://tika.apache.org/

objectweb.asm	BSD	https://asm.ow2.io/license.html	https://asm.ow2.io/index.html
Antlr	BSD	https://wwwantlr.org/license.html	https://wwwantlr.org/index.html