

License Agreement for SoDa Products and Services available for free

Interpretation

Words in the singular shall include the plural and vice versa and words used below shall mean:

- **Free SoDa Products and Services:** any product and application, also known as a web service, in the SoDa Portfolio available for free, which the Licensee accesses under these license terms.
- **Direct Access:** access which enables the Licensee to retrieve the Free SoDa Products and Services hosted by the Licensor by means of interactive web browser or Web service;
- **Host:** the relevant institute or company, which hosts the particular product or application in the SoDa Portfolio;
- **Licensee:** the person or the organization he/she represents, authorized by the Licensor to use the Free SoDa Products and Services pursuant to these license terms; and
- **Licensor:** Transvalor S.A., located 694 avenue du Dr. Maurice Donat, 06255 Mougins, France, acting on its own behalf and/or on behalf of the Hosts.

Conditions

1. The Licensee is authorized to use on a non-exclusive basis the Free SoDa Products and Services, available for free, for its own purposes, including research, education and activities for commercial gain.
2. The Licensee shall not reproduce, distribute, license, transfer, assign, sell, disclose or otherwise forward the Free SoDa Products and Services, whether in their original form nor use the Free SoDa Products and Services to provide a service to any third party, where the original numerical values of the Free SoDa Products and Services can be accurately rebuilt from such service, without the prior written consent of the Licensor.
3. The Licensee shall not use, store or deal with the Free SoDa Products and Services in any way which conflicts with the authorized use indicated in Condition 1 and/or the restrictions indicated in Condition 2 without the Licensor's prior written consent. The Licensee shall notify the Licensor immediately if it becomes aware of any unauthorized use of the Free SoDa Products and Services.
4. The Licensee acknowledges that all intellectual property rights in the Free SoDa Products and Services shall remain the property of the Licensor and/or Hosts.
5. The Licensee agrees to acknowledge the origin of the Free SoDa Products and Services in any scientific publication arising out of the Licensee's use of the Free SoDa Products and Services. It will provide the Licensor a copy of such publication, upon request.
6. The Licensor makes no warranty as to the accuracy or completeness of the Free SoDa Products and Services. All Free SoDa Products and Services are provided on an "as is" basis without warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, quality, or fitness for a particular purpose. The Licensee assumes any risks associated with the exercise of the rights granted to it under these license terms. No support of any kind is provided by the Licensor. Any warranty implied by statute or otherwise is hereby excluded from these license terms to the fullest extent permissible by law.

7. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law, shall the Licensor or Hosts be liable to the Licensee for damages, including any direct, indirect, special, incidental, or consequential damages of any kind arising as a result of these license terms or out of the use or inability to use the Free SoDa Products and Services (including but not limited to damages for loss of profits, loss of data or loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if the Licensor has been advised of the possibility of such damages.
8. The Licensor may terminate the license granted under these license terms if the Licensee fails to remedy any breach of its obligations under these license terms within 30 days of notice from the Licensor, requesting the Licensee to remedy such breach.
9. The Licensee acknowledges that Direct Access to the Free SoDa Products and Services may be unavailable, delayed or interrupted. The Licensor takes no responsibility for, and will not be liable for, any unavailability, delay or interruption in Direct Access to the Free SoDa Products and Services at any time or for any period.
10. The Licensee undertakes to use identifiers, passwords and any other security information or device received from the Licensor for the sole purpose of Direct Access and shall not make them available to third parties under any circumstances.
11. The Licensor reserves the right, at its sole discretion, to change, modify, add, remove or otherwise alter the Free SoDa Products and Services at any time without notice.
12. The Licensor reserves the right, at its sole discretion, to change, modify, add, remove or otherwise alter these license terms at any time without notice.