



TERMS AND CONDITIONS OF USE OF SIMAD SOFTWARE

These general terms and conditions of use for the SIMAD software, together with any appendices, amendments and associated order forms, govern the relationship between :

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE “CNRS”, Public Scientific and Technological Establishment, headquartered at 3, rue Michel Ange - 75794 - PARIS Cedex 16, France, n° SIREN 180 089 013, code APE 7219Z represented by its President, Mr. Antoine PETIT, who has delegated his signature to Mr. Christophe GIRAUD, regional delegate for the Paris-Centre district, acting in the name and on behalf of Laboratoire Interfaces et Systèmes Electrochimiques (LISE), Unité Mixte de Recherche N°8235 located at 4 Place Jussieu, SORBONNE UNIVERSITE, 75252 PARIS CEDEX 05, hereinafter referred to as “LISE” or “SUPPLIER”,

and the user, whether an individual or a legal entity, as identified in the order form (hereinafter referred to as the “USER”),

LISE or the SUPPLIER and the USER are referred to individually or jointly as the “Party” or the “Parties”.

PREAMBLE :

As part of its research work, LISE has used its know-how and skills to develop an experimental computer tool for simulating and adjusting experimental electrochemical impedances.

This software, called SIMAD, can be used by the USER for educational purposes or for experimental research in electrochemistry. It is not intended for industrial or commercial use, and is supplied “as is”. In order to make full use of the software, the USER is invited to follow a training course which is not part of the present contract.

LISE, as SUPPLIER of the Software, grants the USER an encrypted version of the SIMAD software (hereinafter referred to as the “SOFTWARE”) which only works when a protection key is connected to a USB port on the USER's work computer. The supply of this SIMAD software activation key to the USER is hereinafter referred to as the “SERVICE”.

The SUPPLIER grants the USER a right to use the Software under the conditions defined in this Agreement, which the USER agrees to respect.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1- USE OF THE SOFTWARE

The SOFTWARE is intended for USERS working in the field of electrochemistry and carrying out experimental measurements of electrochemical impedance which need to be adjusted or simulated using a model.

The USER, who may or may not have received training in the use of the SOFTWARE from LISE, wishes to use it in his or her research work.

LISE, as the service provider supplying the SOFTWARE, will ensure that the USER is able to use the SOFTWARE with peace of mind.

ARTICLE 2 - SCOPE OF THE RIGHT TO USE THE SOFTWARE

The SUPPLIER grants the USER a key to use the SOFTWARE, non-transferable to a third party and for his own use only. The USER may only use the SOFTWARE for his own needs. In this respect, the USER may not grant his or her protection key, and may not grant the right to use the SOFTWARE to third parties, even free of charge.

For the performance of these general terms and conditions, the SUPPLIER grants the USER the right to reproduce and use the SOFTWARE within the limit of the number of protection keys specified in the ORDER FORM.

The USER shall be responsible for compliance with these terms and conditions by its employees and subcontractors. The right of use is granted for the duration of the intellectual property rights on the SOFTWARE and for the whole world.

The USER has only a right of use and is not the owner of the SOFTWARE; he is only the owner of the medium, and only if the conditions of article 3 are met. This agreement does not transfer any intellectual property rights to the USER in respect of the SOFTWARE, which remains the property of the SUPPLIER.

ARTICLE 3 - SOFTWARE ACCESS CONDITIONS

The USER wishing to make use of the SOFTWARE must notify the SUPPLIER by e-mail to the following address hubert.perrot@sorbonne-universite.fr, with SIMAD's Technical Manager, Mr François HUET (francois.huet@sorbonne-universite.fr), as a copy, with “**Supply of SIMAD SOFTWARE**” as the subject line.

On receipt of the e-mail, LISE will send the USER the necessary documentation and a quote, which must be signed and returned to the SUPPLIER together with an **order form** (hereinafter referred to as the “ORDER FORM”) within a maximum period of one month.

This ORDER FORM must include the following information:

- The identity of the USER
- The identity of the SUPPLIER,
- The nature of the SERVICE (SIMAD software, number of protection keys, user manual)
- The applied rate

TERMS AND CONDITIONS OF USE OF SIMAD SOFTWARE

The USER sends the ORDER FORM to:

**Laboratoire LISE, UMR 8235 CNRS-SU
SORBONNE UNIVERSITE, case courrier 133, 4 Place Jussieu, 75252 Paris Cedex 05,
France.**

The total cost of the SERVICE must be set in the ORDER FORM in accordance with the attached price list.

The USER shall pay the total lump sum defined in the ORDER FORM, on receipt of the invoice issued by LISE, including VAT in force on the date of invoicing.

The USER shall pay the aforementioned total lump sum in a single payment, by bank transfer, in the name of the Secondary Accounting Officer of the Paris-Centre Regional Delegation of the CNRS on which the SUPPLIER depends, to the account number as referenced in the invoice.

On receipt of the signed ORDER FORM, the SOFTWARE will be sent to the USER with the number of protection keys mentioned on the ORDER FORM and a computerized user manual. The SOFTWARE and its components may be provided either:

- Personally: in this case, the USER must sign a declaration confirming receipt by hand.
- Remotely: in this case, the SUPPLIER will send a letter with acknowledgement of receipt, in addition to a transfer via the CNRS RENATER secure server.

The sum paid by the USER is used by the CNRS until the funds are exhausted, without any conditions as to time or the provision of receipts.

ARTICLE 4 – SOFTWARE WARRANTY

In the event of key failure, LISE undertakes, for a period of one year following receipt, to replace the key with a new one on receipt of the damaged key.

The SUPPLIER is under no obligation to provide technical assistance or maintenance services for the SOFTWARE.

The USER acknowledges that the current state of scientific and technical knowledge at the time of release of the SOFTWARE makes it impossible to test and verify all its uses, or to detect the existence of any defects. The USER's attention has been drawn to the risks associated with loading and using the SOFTWARE, which are reserved for trained users.

The USER acknowledges that the SOFTWARE is provided “as is” by the SUPPLIER without any other warranty, express or implied, and in particular without any warranty as to its commercial value, its secure, innovative or relevant nature.

ARTICLE 5 – OWNERSHIP

The SOFTWARE and its documentation referred to in Article 3, as well as any copies thereof, shall remain the exclusive property of the SUPPLIER, which reserves copyright in accordance with the provisions of the French Intellectual Property Code.

TERMS AND CONDITIONS OF USE OF SIMAD SOFTWARE

The SOFTWARE may not be assigned, contributed or transferred without the SUPPLIER's consent.

The SUPPLIER shall indemnify the USER against any infringement proceedings brought against it, provided that the USER notifies the SUPPLIER in writing as soon as possible, and that the SOFTWARE has not been modified by the USER.

The right of use granted by the SUPPLIER gives the USER the right to use the SOFTWARE owned by the SUPPLIER, which implies that:

- The USER undertakes to use this SOFTWARE solely for its own needs. The USER shall not provide the SOFTWARE in any form whatsoever or make it available to anyone other than its employees;
- The USER undertakes not to develop or market the SOFTWARE covered by this ORDER FORM or products likely to compete with it;
- The USER may not modify or adapt the SOFTWARE without the express prior written consent of the SUPPLIER;

ARTICLE 6 – BACKUP COPY

The USER may only make back-up copies that are necessary for its operations, for security purposes.

ARTICLE 7 - PRIVACY POLICY

The Parties undertake not to publish or divulge in any way whatsoever any scientific or technical information belonging to the other Party which may come to their knowledge during the performance of the Agreement, as long as such information is not in the public domain.

In any event, the USER shall under no circumstances disclose the KNOW-HOW used by the SUPPLIER to perform the SERVICE. The SOFTWARE forms part of the SUPPLIER's manufacturing secrets and know-how, and shall be treated by the USER as confidential information, whether or not it is protected by intellectual property rights, patents, copyrights, or in any other way.

In this respect, the USER shall refrain from communicating the SOFTWARE in its source or executable versions, as well as the programs and other elements (documentation, etc.) constituting all or part of the SOFTWARE.

The USER also undertakes to take all necessary measures to ensure that the SOFTWARE and its documentation are not made available to third parties, and undertakes to ensure that its employees or personnel respect these obligations and the copyright of the SUPPLIER. The USER undertakes to take all necessary precautions to prevent disclosure or illicit reproduction or use by its staff and/or service providers, in particular by having them sign a personal undertaking of confidentiality. The USER agrees not to use the SOFTWARE specifications to create or enable the creation of a program with the same purpose.

The SUPPLIER is expressly authorized to verify compliance with these obligations at any time. Should the USER fail to comply with the obligations mentioned in this article, the SUPPLIER reserves the right to claim compensation from the USER.

ARTICLE 8 – USE OF BRAND NAMES

Any affixing, use or reproduction of the name or logo of the CNRS, protected as a trademark, is forbidden without the express prior authorization of the CNRS.

The same applies to the LISE name and logo, for which express prior authorization must be obtained for any affixing, use or reproduction.

ARTICLE 9 - RESPONSABILITIES

The purchase order(s) and these terms and conditions express the entire obligations of the PARTIES. No document shall create obligations under this purchase order unless it is the subject of an amendment signed by the PARTIES.

If one or more provisions of a purchase order or of the general terms and conditions are held to be invalid by a law or regulation, or declared invalid by a final decision of a competent court, they shall be deemed unwritten, and the other provisions of this purchase order and/or of these general terms and conditions shall retain all their force and scope. The SUPPLIER shall be solely responsible for performing the SERVICE in its entirety, as described in the ORDER FORM.

Under no circumstances will the SUPPLIER, a CNRS entity, be held liable for the use, in any manner whatsoever, by the USER of the RESULTS covered by this SERVICE.

In particular, the SUPPLIER declines all responsibility for the use and content of the RESULTS obtained by the USER.

The SUPPLIER shall not be held liable for any failures or delays caused by telecommunications networks, or by breakdowns in the equipment providing the service and normally maintained.

ARTICLE 10 – TERMINATION OF AGREEMENT

The SUPPLIER reserves the right to unilaterally and automatically terminate the user license, without prejudice to any damages, in the following cases:

- non-payment by the USER of the invoice issued by LISE for the acquisition of the support and use of the SOFTWARE, after formal notice has been sent to the USER by registered letter with acknowledgement of receipt and has remained without effect for a period of fifteen (15) days;
- infringement of copyright.

In the event of termination, the USER undertakes to uninstall the SOFTWARE on each workstation.

Such termination shall take effect ipso jure fifteen (15) days after receipt by the USER of a formal notice sent by registered letter with acknowledgement of receipt by the CNRS, and setting out the grievances complained of, unless within this period the USER has fulfilled its obligations or provided proof of an impediment resulting from a case of force majeure.

In the event of a breach by one of the PARTIES of one or more of its obligations under these general terms and conditions, not remedied within twenty (20) calendar days of the sending of a registered letter with acknowledgement of receipt notifying said breach, the other PARTY

TERMS AND CONDITIONS OF USE OF SIMAD SOFTWARE

may automatically terminate these general terms and conditions, without prejudice to any compensation that the latter may claim.

If the USER is a private individual, the present contract is also terminated ipso jure, in the event that the USER is the subject of safeguard, receivership or liquidation proceedings, after formal notice has been given to the administrator, subject to the provisions of the Commercial Code applicable in the case. It is also automatically terminated in the event of cessation of business, dissolution or amicable liquidation of the said USER.

The exercise of this right of termination does not exempt the USER from fulfilling the obligations contracted until the effective date of termination, without prejudice to any damages that may be claimed by the CNRS as a result of the early termination of the contract.

In any event, the Parties shall endeavor to reach an amicable agreement before deciding whether to terminate the contract.

ARTICLE 11 - FORCE MAJEURE

Neither the USER nor the SUPPLIER shall be liable for total or partial non-performance of their obligations caused by an event constituting force majeure within the meaning of Article 1218 of the French Civil Code. Force majeure, as defined by the case law of the French Supreme Court, is any unforeseeable, irresistible event beyond the control of the Parties.

The Party invoking an event constituting force majeure must notify the other Party within seven (7) days of the occurrence of said event. If one of the Parties is unable to perform its obligations on the scheduled date, the Parties' respective obligations will be suspended for the duration of the event constituting force majeure.

However, if the event constituting force majeure continues beyond thirty (30) days, the Parties may terminate the present contract by operation of law.

ARTICLE 12 - INSURANCE

The USER certifies that he/she has insurance covering the risks associated with use of the SOFTWARE.

The CNRS, a Public Scientific and Technological Establishment (EPST), is subject to the rule that "the State is its own insurer". It therefore insures all risks incurred in the course of its mission and in connection with the subject matter of these general terms and conditions.

ARTICLE 13 – APPLICABLE LAW AND DISPUTE RESOLUTION

The present contract is subject to French law.

The Parties shall endeavor to resolve amicably any dispute arising out of or in connection with the provision of the service by recourse to mediation or conciliation. To this end, the Parties shall appoint a mediator or arrange for an initial conciliation meeting within 15 days of the request by one of the Parties to have recourse to mediation or conciliation. If within a period of 3 months, renewable once by agreement of the Parties, the Parties have not succeeded in amicably resolving the dispute through mediation or conciliation, the dispute may be brought before the competent court. The initiation of legal proceedings in disregard of the aforementioned stipulations will be sanctioned by inadmissibility.

TERMS AND CONDITIONS OF USE OF SIMAD SOFTWARE

APPENDIX: SOFTWARE pricing as of January 1, 2024

Users who have attended the “Impedance measurements applied to electrochemistry, level 2” training course organized by LISE	Software + protection key + user manual	€ 1,000 excluding tax
	<i>additional key</i>	€ 500 excluding tax
	2-hour remote software training session	€ 200 excluding tax
Users from public research organizations	Software + protection key + user manual	€ 2,000 excluding tax
	<i>additional key</i>	€ 1,000 excluding tax
	2-hour remote software training session	€ 200 excluding tax
Users from private or industrial organizations	Software + protection key + user manual	€ 4,000 excluding tax
	<i>additional key</i>	€ 2,000 excluding tax
	2-hour remote software training session	€ 400 excluding tax