



Programme VTT : Vacuum Time Tool Version 1.5.1

Licence

Sorbonne Université
Laboratoire de Chimie Physique - Matière & Rayonnement
UMR 7614

Romain JARRIER

www.sorbonne-universite.fr

www.lcpmr.cnrs.fr

www.rtvide.cnrs.fr

www.cnrs.fr

Last update : January 19, 2022

Contents

Contents	I
1 SOFTWARE LICENSE AGREEMENT	1
1.1 GRANT OF RIGHTS	2
1.2 FDA AND OTHER APPROVALS	2
1.3 DISCLAIMER OF WARRANTY	2
1.4 LIMITATION OF LIABILITY - INDEMNITY	3
1.5 PUBLICATION - ACKNOWLEDGMENT OF CONTRIBUTION - USE OF NAME	3
1.6 NOTICES	3
1.7 TERMINATION	4
1.8 GOVERNING LAW	4
1.9 MISCELLANEOUS:	4
2 WRITTEN AGREEMENT	5

1 SOFTWARE LICENSE AGREEMENT

Between

SORBONNE UNIVERSITE

Public, scientific, cultural and professional establishment. Located 21 rue de l'École de Médecine, 75006 Paris, France. SIRET no.: 130 023 385 00011 - NAF code: 8542Z. Represented by its President, Nathalie DRACH-TEMAM. On the one hand,

And

The **RECIPIENT**

Being an individual working for an academic/research institution or within an academic/research context. On the other hand,

Hereinafter individually or collectively referred to as "Party/Parties"

Whereas the "Laboratoire de Chimie Physique - Matière et Rayonnement" - LCP-MR - UMR7614 (herein the "LABORATORY") at SORBONNE UNIVERSITE has developed a new software called **VTT** - "Vacuum tool time", hereafter referred to as the "**SOFTWARE**", which allows to calculate the pressure as a function of time in a given experiment.

Whereas the LABORATORY is a joint research unit of SORBONNE UNIVERSITE and CNRS, and SORBONNE UNIVERSITE is mandated by CNRS to establish this contract.

Whereas the SOFTWARE is registered at the Agence de Protection des Programmes (APP) under the reference **IDDN.FR.001.390001.000.S.C.2020.000.20600**.

Whereas SORBONNE UNIVERSITE desires to make the SOFTWARE available for academic use and benefit.

Whereas the RECIPIENT wishes to use the SOFTWARE for academic purposes and requests SORBONNE UNIVERSITE for a copy of the SOFTWARE.

WARNING:

The RECIPIENT shall be deemed to have accepted the terms and conditions of this agreement upon the occurrence of the first of the following events:

- loading the SOFTWARE by any or all means;
- the first time the RECIPIENT exercises any of the rights granted hereunder.

The RECIPIENT hereby acknowledges that he has read and understood the terms and conditions of this agreement.

The use of the SOFTWARE will be exclusively for academic research purposes. For any other use, such as commercial and/or industrialization use, the RECIPIENT shall require the express and prior authorization of SORBONNE UNIVERSITE.

[in French] AVERTISSEMENT :

Le BENEFICIAIRE ("RECIPIENT") sera considéré comme ayant accepté les termes et conditions de cet accord à la première occurrence de l'un des événements suivants :

- au lancement du LOGICIEL (" SOFTWARE ") par n'importe quel moyen ;
- le première fois que le BENEFICIAIRE utilise l'un des droits accordés ci-dessous.

Le BENEFICIAIRE reconnaît ici avoir lu et compris les termes et conditions de cet accord.

L'utilisation du LOGICIEL est autorisée exclusivement à des fins de recherche académique. Pour toute autre utilisation, comme une utilisation commerciale ou industrielle, le BENEFICIAIRE devra demander une autorisation expresse à SORBONNE UNIVERSITE au préalable.

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES:

1.1 GRANT OF RIGHTS

Subject to the provisions contained herein, SORBONNE UNIVERSITE hereby grants the RECIPIENT a non-exclusive royalty-free **non-transferable** right to use the SOFTWARE for **research purposes** for a period of **five (5) years**, effective from the date of download of the SOFTWARE.

Upon execution of the present agreement by the RECIPIENT, SORBONNE UNIVERSITE authorizes the download of the SOFTWARE by the RECIPIENT.

In the event that the RECIPIENT wishes to use the SOFTWARE for commercial and/or industrialization purpose, it recognizes that this action requires the express and prior authorization of SORBONNE UNIVERSITE, in accordance with article 6. The terms of a commercial license will be negotiated between the Parties, on a case by case basis.

All rights, title, interest and copyright to the SOFTWARE and to all portions thereof shall at all times remain the property of SORBONNE UNIVERSITE. The RECIPIENT agrees to use the SOFTWARE solely for non-commercial academic purposes and in full compliance with the disposition of the present agreement.

The SOFTWARE may not be reproduced, transmitted to another location or to any other person, stored in a retrieval system, or translated into any language or computer language in any form other than granted above by any means, electronic, mechanical, magnetic, optical, chemical, manual or otherwise without the express written permission of SORBONNE UNIVERSITE.

The RECIPIENT may not modify, decompile or disassemble the SOFTWARE. The RECIPIENT may not use, copy, modify or transfer the SOFTWARE except as expressly provided in this agreement.

The SOFTWARE shall not be distributed, published or stored on any media without written permission from SORBONNE UNIVERSITE.

1.2 FDA AND OTHER APPROVALS

The RECIPIENT agrees that this SOFTWARE has not been reviewed, nor received clearance for marketing from any health- regulation-agency such as the Food and Drug Administration, Health Canada or Agence Française de Sécurité Sanitaire des Produits de Santé, in any country.

1.3 DISCLAIMER OF WARRANTY

This SOFTWARE is © copyright SORBONNE UNIVERSITE / CNRS - 2021. SORBONNE UNIVERSITE and CNRS hold jointly all the ownership on the SOFTWARE.

SORBONNE UNIVERSITE and the authors of the SOFTWARE are hereinafter called the "DISCLOSERS".

The RECIPIENT acknowledges that the SOFTWARE is a research tool, that it is being supplied "as is" and that the DISCLOSERS are not committed to provide any services, improvements or updates.

The DISCLOSERS make no representation or warranties, express or implied. By way of example, but not limitation to, the DISCLOSERS make no representation or warranties of merchantability or fitness for any particular purpose or that the use of the SOFTWARE will not infringe any patents, copyrights, trademarks or other rights.

The DISCLOSERS shall not be held liable for any liability nor for any direct, indirect, or consequential damages with respect to any claim by the RECIPIENT or any third party on account of or arising from the use of the SOFTWARE.

The DISCLOSERS are not liable for any hardware components used in conjunction with this SOFTWARE. The DISCLOSERS are not liable for any failure of hardware components used with this SOFTWARE. If failure of the disk or hardware component has resulted from accident, abuse, or misapplication of the SOFTWARE, the DISCLOSERS shall have no responsibility to replace the disk or hardware component under this limited warranty.

The entire risk as to the results and performance of the SOFTWARE is assumed by the RECIPIENT. Should the SOFTWARE prove defective, the RECIPIENT will assume all costs of necessary service, repair or correction. Further, the DISCLOSERS do not warrant, guarantee or make any representations regarding the use of the SOFTWARE in terms of correctness, accuracy, reliability, currentness or otherwise ; and the RECIPIENT relies on the SOFTWARE and the results solely at his own risk.

1.4 LIMITATION OF LIABILITY - INDEMNITY

Under no circumstances and under no legal theory, whether in tort, contract or otherwise, shall SORBONNE UNIVERSITE or anyone else who has been involved in the creation, production, or delivery of this SOFTWARE be liable to the RECIPIENT or any other person for any direct, indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other damages or losses, arising out of the use, the results of use, or inability to use such product, even if SORBONNE UNIVERSITE shall have been informed of the possibility of such damages, or for any claim by any other party.

To the extent allowed by law, the RECIPIENT shall indemnify, hold harmless, and defend SORBONNE UNIVERSITE, its officers, employees, students, and agents against any and all claims arising out of the exercise of any rights under this agreement, including, without limiting the generality of the foregoing, against any damages, losses, or liabilities whatsoever with respect to death or injury to person or damage to property arising from or out of the possession, use, or operation of the SOFTWARE by the RECIPIENT.

1.5 PUBLICATION - ACKNOWLEDGMENT OF CONTRIBUTION - USE OF NAME

For any publication or communication of results, information or knowledge obtained with the utilization of the SOFTWARE, and for any published work based on the SOFTWARE, the RECIPIENT commits itself to indicating that the results are obtained using "**X19068, VACUUM TOOL TIME SOFTWARE version x.x, SORBONNE UNIVERSITE - CNRS, UMR7614 LCPMR**" and replacing "x.x" by the version number used.

Nothing however in this agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name of SORBONNE UNIVERSITE, of any of its employees or any of its marks.

1.6 NOTICES

Any notices or disclosures required or provided by the terms of this agreement shall be in writing, and shall be delivered personally or sent by email or sent by certified or registered mail, return receipt requested, postage prepaid or by internationally-recognized express mail service providing evidence of delivery. The effective date of any notice shall be the date of first receipt by the receiving Party or the date of refusal of receipt.

Notices shall be sent to the addresses/addressees given below:

- Technical Contact:

Sorbonne Université
Laboratoire de Chimie-Physique - Matière et Rayonnement
Boîte Courrier 1140
Bureau d'études
4 place Jussieu
75252 Paris cedex 05
c/o: M. Romain JARRIER (romain.jarrier@sorbonne-universite.fr)

- Administrative Contact:

Sorbonne Université
Direction de la Recherche et de la Valorisation
Tour Zamansky - **BC2502**
4 place Jussieu
75252 Paris cedex 05
Ref. X19068 (sciences-driv@sorbonne-universite.fr)

1.7 TERMINATION

This Agreement will be terminated by SORBONNE UNIVERSITE **five (5) years** after the SOFTWARE download by the RECIPIENT. Upon such termination, the RECIPIENT shall immediately cease all use of the SOFTWARE and destroy the SOFTWARE and all copies thereof.

The provisions of Articles 3, 4, 5, 8 and 9 shall survive any termination.

1.8 GOVERNING LAW

This agreement shall be construed, interpreted and applied in accordance with the laws of France. If any claims or lawsuits concerning this license agreement of the SOFTWARE are brought against SORBONNE UNIVERSITE, the Parties agree to endeavour to seek an amicable solution to any disagreements or disputes that may arise during the performance of the agreement. Failing an amicable solution within three (3) months as from their occurrence, and unless emergency proceedings are necessary, the disagreements or disputes shall be referred to the jurisdiction of Paris which will be exclusively competent.

1.9 MISCELLANEOUS:

This Agreement constitutes the complete and exclusive agreement between SORBONNE UNIVERSITE and the RECIPIENT with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This agreement may not be modified. If any provision of this agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances.

2 WRITTEN AGREEMENT

Name:

Surname:

e-mail:

Laboratory:

Laboratory adress:

Country:

The RECIPIENT by clicking here and installing the SOFTWARE hereby acknowledges that he has read and understood the terms and conditions of this agreement. / [in French] En cochant cette case et en installant le LOGICIEL, le BENEFICIAIRE reconnaît avoir lu et compris les termes et conditions de cet accord.

Date: _____ ,