

POLYMER SOFTWARE

TERMS OF USE

Version 2.0

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QUICK SUMMARY

The free version of the POLYMER software can be used for non-commercial purposes. If you want to use the software for commercial purposes, please contact us.

INTRODUCTION

The POLYMER SOFTWARE is a service made available by HYGEOS, a company organised and existing under the laws of France with an issued share capital of 79 150 € with its registered office at 165 Avenue de Bretagne - Parc EuraTechnologies - 59 000 Lille (France), registered at Lille Métropole under number 439 051 472, hereinafter referred to as 'HYGEOS'.

By using the POLYMER SOFTWARE, you are agreeing these Terms of Use.

HYGEOS agrees to grant a licence to the User on the Software and the User undertake to comply with these Terms of Use. Before accepting these Terms of Use, the User made sure that the software fits with its needs and expectations, its information system has the necessary and sufficient technical specifications and requirements for the installation and the operation of the Software.

SECTION 1 - DEFINITIONS

"Terms of Use" shall mean the present document, and all modifications and additions to these documents made available to the User by publishing on the website www.hygeos.com/polymer.

"Effective Date" shall mean the date on which these Terms of Use in force between the User and HYGEOS as defined in Section 4.

"Contact Email" shall mean the email addresses identified in Section 17 by which notifications between the User and HYGEOS can be done.

"Software" shall mean the POLYMER SOFTWARE both in object code or source code format, including accompanying documentation, and any upgrades, enhancements and corrections made available on the website www.HYGEOS.com/polymer by HYGEOS or made by the User. The Software allows generating Ocean Colour Level 2 products from Level 1 products of multiple sensors.

"Territory" shall mean geographic areas where these Terms of Use applies and identified in Section 3, which may be amended in writing upon mutual agreement of the Parties to include additional geographic areas.

"User" shall mean the user of the Software who has accepted these Terms of Use.

SECTION 2 - RIGHT OF USE

Subject to the terms and conditions of these Terms of Use, HYGEOS grants to the User a personal, non-exclusive, non-transferable license to use the Software for the exclusive purpose of scientific research excluding any commercial purpose (hereinafter, the "Non-Commercial purpose"). The User may use the Software in its source code format for its own use, and may translate or modify the Software or incorporate it into other software. The User may not, however, transfer or sublicense the Software to any third party, in whole or in part, in any form, whether modified or unmodified.

SECTION 3 - TERRITORY

The right of use of the Software described in Section 2 above shall be granted for the country where the User is established.

SECTION 4 - TERM

These Terms of Use shall enter in force upon the User has accepted these Terms of Use (the "Effective Date"). It shall be ended at any moment by one Party by notification through the Contact email.

SECTION 5 - DELIVERY OF THE SOFTWARE

HYGEOS will make available to the User the Software both in its source code form the Effective Date and no later than five (5) days after the Effective Date. The delivery shall be done by electronic means.

HYGEOS authorizes the User to use or modify the source code of the Software solely for the purpose to ensure the interoperability of the Software with its information system or to enhance the Software or for scientific research. The User shall notify HYGEOS of each modification done by it to the source code of the Software.

SECTION 6 - COPIES

User may make copies of the Software both form as necessary for use by the User and for backup or archive purposes. The User agrees to maintain records of the location and use of each copy, in whole or in part, of the Software. Each copy of the Software is copyrighted by HYGEOS. The User agrees to reproduce and apply the copyright notice and proprietary notice of HYGEOS to all copies made hereunder, in whole or in part and in any form, of the Software.

SECTION 7 - SUPPORT AND MAINTENANCE

HYGEOS will provide support and maintenance services according to this Section 7. HYGEOS will provide adequate online support for the first installation of the Software. HYGEOS will also provide the following support and maintenance services: (i) If the User notifies HYGEOS of a substantial program error respecting the Software, or HYGEOS has reason to believe that error exists in the Software and so notifies the User, HYGEOS shall at its own expense verify and attempt to correct such error within thirty (30) days after the date of notification. If the User is not satisfied with the correction, then the User may terminate these Terms of Use, without any indemnification to the User. (ii) In the case that the User has technical questions in the use of the Software, the User may submit those questions to HYGEOS.

SECTION 8 - PRICES AND PAYMENTS

These Terms of Use are subscribed for Non-Commercial Purpose as stated In Section 2, and the use of the Software to this end Is granted free of charge.

SECTION 9 - OWNERSHIP

The original and any copies of the Software, made by the User, including translations, compilations, partial copies, modifications and updates, are the exclusive property of HYGEOS.

SECTION 10 - PROPRIETARY RIGHTS

The User recognizes that HYGEOS regards the Software as its proprietary information and as confidential trade secrets of great value. The user agrees not to provide or to otherwise make available in any form the Software, or any portion thereof, to any person other than employees of the User without the prior written consent of HYGEOS. The User shall not disclose or copy to a third party the Software or any part thereof. The User further agrees to

treat the Software with at least the same degree of care with which the User treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Software.

SECTION 11 - DATA

The User is responsible of all data processed through the Software. HYGEOS shall not assume any responsibility towards the ownership and rights on any data processed through the Software, and the fitness, the accuracy, the quality, the completeness of any data processed through the Software.

The User ensures that it has sufficient rights to use and process the data. The User warrants HYGEOS against any claim from any third party regarding the data it processed through the Software, including but not limited to ownership, infringement, unfair competition.

SECTION 12 - TERMINATION

HYGEOS may terminate these Terms of Use if User is in default of any the Terms and conditions of these Terms of Use and fails to correct such default within ten (10) days after written notice thereof from HYGEOS.

SECTION 13 - TERMINATION CERTIFICATE

In the event of termination for whatever reason, the User shall immediately stop use of the Software, provide on demand to HYGEOS, within one (1) month, a certificate certifying that the original and all copies of the Software, in whole or in part and in any form, have been destroyed.

After termination of these Terms of Use for whatever reason, provisions of Sections 9, 10, 11, 15 to 17, and 19 hereof shall survive.

SECTION 14 - WARRANTY DISCLAIMER

The User acknowledges and accepts, the Software "AS IS". HYGEOS provides no warranties as to the function or use of the software, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability or fitness for particular purpose. The entire risk as to the quality and performance of the software is with the user. HYGEOS

does not warrant that the functions contained in the software will meet users' requirements or that the operation of the software will be uninterrupted or error free.

SECTION 15 - PATENT AND COPYRIGHT INDEMNITY

HYGEOS will defend at its own expense any action brought against the User to the extent it is based on a claim that the Software used within the scope of the right of use granted hereunder infringe a patent, copyright or other proprietary right of a third party. HYGEOS will pay any costs, damages or attorney fees finally awarded against the User in such action which are attributable to such claim, provided HYGEOS is promptly notified in writing of such claim, may control the defence and/or settlement of such claim, and is provided with all requested assistance, information and authority.

In the event that the Software becomes, or In HYGEOS' opinion is likely to become, the subject of a claim of infringement of a patent, copyright or trade secret, HYGEOS may at its option either secure the User's right to continue using the Software, replace or modify the Software to make them not infringing. HYGEOS shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of the Software in any form other than the original, unmodified form provided to the User or the use of a combination of the Software with hardware, software or data not agreed by HYGEOS where the used Software alone in their original, unmodified form would not constitute an infringement. The foregoing states the User's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

SECTION 16 - LIMITATION OF LIABILITY

HYGEOS' annual liability to user under any provisions of this agreement for damages finally awarded shall be limited to the amounts paid in the year concerned by the user to HYGEOS. In no event shall HYGEOS be liable for indirect, incidental, special or consequential damages, including loss of use, loss of data and loss of profits or interruption of business, however caused or on any theory of liability.

SECTION 17 - NOTICES

All notices in connection with this Agreement shall be in writing and may be given by registered mail or personally delivered at the address set forth on the front page. Notices by email shall be deemed effective if sent to the HYGEOS' and User's Contact Email.

SECTION 18 - SEVERABILITY

In the event any provision of these Terms of Use is determined to be Invalid or unenforceable, the remainder of these Terms of Use shall remain in force as If such provision were not a part.

SECTION 19 - GOVERNING LAW

These Terms of Use shall be governed and Interpreted by the laws of FRANCE and Lille shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

SECTION 20 - NON-ASSIGNMENT

These Terms of Use and the right of use granted by it may be assigned, sublicensed, or otherwise transferred by the User without the prior written consent of HYGEOS.