

# LICENSE CONTRACT FOR THE END USER OF THE MONTPARNASSE MULTIMEDIA SOFTWARE PRODUCT

## **IMPORTANT - PLEASE READ CAREFULLY:**

This End User Licensing Contract (hereafter known as the "Contract") is a Contract between you (a natural person or a single company) and MONTPARNASSE MULTIMEDIA (hereafter known as "MONTPARNASSE "), And is applicable to the MONTPARNASSE MULTIMEDIA software product incorporated within this multimedia product, which includes computer programs and may include associated supports, either as printed documentation and "on-line" or electronic documentation (hereafter known as the "SOFTWARE PRODUCT"). By installing, copying or using the SOFTWARE PRODUCT you agree to be bound by the terms of this Contract.

## **SOFTWARE PRODUCT LICENSE**

The SOFTWARE PRODUCT is not sold, but its use is authorized under license.

### **1. RIGHTS GRANTED.**

Under the terms of this Contract, MONTPARNASSE grants to you, personally, the following nontransferable and non-exclusive rights:

\* Application software. You are authorized to install and use one copy of the SOFTWARE PRODUCT on a single computer. The main user of the computer on which the SOFTWARE PRODUCT is installed may make a second copy, for his/her personal use on a portable computer. Any copy, whole or partial, in whatever form, of the SOFTWARE PRODUCT shall remain the exclusive property of MONTPARNASSE.

### **2. LIMITATIONS.**

\* Reproduction prohibited - You may not reproduce wholly or in part, permanently or temporarily, the SOFTWARE PRODUCT, for any use whatever, with the exception of a back-up copy required for the protection of the software and the installation of a copy on a portable computer.

\* Resale prohibited - You may not, under any circumstance, lease, sell, place on hire-purchase, lend or transfer by any means whatever the SOFTWARE PRODUCT notwithstanding the other Articles of this Contract.

\* Transfer - You may not transfer to any third party either this Contract, or any of the rights granted under the terms of this Contract.

\* Protection - You may not under any circumstances decode or attempt to decode the SOFTWARE PRODUCT.

\* Dissociation of components. The SOFTWARE PRODUCT is granted under license as a single product. Its components must not be separated in any way for their use on more than one computer.

\* Support Service. MONTPARNASSE may, where appropriate, provide a support service with regard to the SOFTWARE PRODUCT ("Support Service"). The use of this Support Service is governed by all the regulations and programs of MONTPARNASSE as described in the user's manual, in the "on-line" documentation and/or in the other documents supplied by MONTPARNASSE. Any additional software code that may be provided for you in the context of the Support Service must be considered as being an element of the SOFTWARE PRODUCT and thus subject to the terms and conditions of this Contract. With regard to the technical information that you supply to MONTPARNASSE in the context of the Support Service, MONTPARNASSE may use this information for the requirements of its business, notably for assistance for products and the development of products. MONTPARNASSE will not use this technical information in a form that may identify you personally.



### **3. UPDATES.**

If the SOFTWARE PRODUCT is presented as an update, you must, to use it, hold the relevant license that entitles you to use a product identified by MONTPARNASSE as being the subject of such an update. A SOFTWARE PRODUCT presented as being an update replaces and/or completes the product from which your right to the update rises. As of this update, you may only use the SOFTWARE PRODUCT subject to the terms of this Contract. If the SOFTWARE PRODUCT is an update of one of the components of a set of software that you have obtained under license as a single product, this can only be used as a part of this set of software and may not be separated for its use on more than one computer.

### **4. COPYRIGHT.**

All the ownership rights and copyrights concerning the SOFTWARE PRODUCT (including, non-exhaustively, those with regard to any image, photograph, animation, music, any video or sound element, any mini-application and all text within the SOFTWARE), the associated printed documentation and all copies of the SOFTWARE PRODUCT, are held by MONTPARNASSE or its suppliers. The SOFTWARE PRODUCT is protected by international copyright laws and treaties. As a result the SOFTWARE PRODUCT must be treated as any other entity protected by copyright. Furthermore, as it is a software and in accordance with the above provisions, you may only install the SOFTWARE PRODUCT on one computer and subject to the condition that you keep the original solely for the purposes of back-up or archiving. You must not make copies of the printed documentation that is associated with the SOFTWARE PRODUCT.

### **5. RESTRICTION OF GUARANTEE.**

MONTPARNASSE does not offer an explicit or implicit guarantee covering the capacity of the SOFTWARE PRODUCT to satisfy the requirements of the user, the absence of errors in its application and the possible or effective correction of any defect in this latter. MONTPARNASSE shall not under any circumstances be held liable for direct or indirect damages of whatever nature resulting from the installation, the use or from a copy of the SOFTWARE PRODUCT.

### **6. TERMINATION.**

Without prejudice to any other rights, MONTPARNASSE may terminate this Contract if you do not comply with the terms and conditions. In this case, you must destroy all copies of the SOFTWARE PRODUCT and all of its components.

### **7. INDEPENDENCE OF THE CLAUSES.**

If any of the provisions of this Contract are declared to be without purpose or null and void, the other provisions of this Contract shall remain unchanged and shall continue to apply.

## **REMINDER COPYRIGHT LAW (CODE DE LA PROPRIETE INTELLECTUELLE) (EXTRACTS)**

### **Article L 122-4**

"Any full or part representation or reproduction made without the consent of the author or the holders of the rights is illegal. This also applies for the translation, adaptation and the conversion, the arrangement or reproduction by an art or any other process."

Criminal Clauses (extract)

**Article L 335-2**

"Any publication in writing, of musical compositions, drawings, paintings or any other production, printed or engraved in whole or part, in breach of the laws and regulations concerning copyright is counterfeiting; and all counterfeiting is a legally punishable offense.

The counterfeiting in France of works published in France or abroad is punishable by two year imprisonment and a fine of 1,000,000 francs. The same penalties shall also apply to the selling, exporting and importing of counterfeit works."

**Article L 335-3**

"It is also an offense of counterfeiting to reproduce, represent or distribute, by any means whatever, an intellectual work in violation of the rights of the author, as defined and regulated by the Law. It is also an offense of counterfeiting to infringe any of the rights of an author of a piece of software as defined in Article L.122-6."