



Licence Agreement

Document Version V1.4

1. BubbleRAN Terms and Conditions

The BubbleRAN software product, and “System Data” generated and captured from any component of the underlying System developed, owned and operated by BubbleRAN, and their associated documentation, designated as “The Product”, are the property of BubbleRAN. The Product is provided to you, the purchaser or the entity, subject to following license agreement designated hereafter as “License Agreement”. In the event of a conflict between the Purchaser Conditions and this License Agreement, the terms of this License Agreement shall prevail in respect of the software components of the Goods.

If you do not agree with the terms and conditions of this license agreements or notices indicated below, then you shall not use The Product. Any use or derivation of this Product or installation of The Product constitutes the acceptance of these terms and conditions.

BubbleRAN is only willing to grant you a license under this License Agreement if you obtained The Product from BubbleRAN. If you obtained The Product from any other sources you may not install or use The Product.

1.1 License Grant and its Scope of Use

For each license that you acquire to use The Product, you will be provided with a License Certificate (a “License Certificate”), which may be either a certificate, the installation and licensing instructions, your invoice, or an activation license file and which may be provided to you either with The Product files or separately by BubbleRAN. The License Certificate will contain information specific to The Product, the type of license under which you may use The Product and the number of licenses that you have acquired. In order to activate and use The Product as set forth in this License Agreement, you must follow the instructions when prompted by The Product.

All rights not specifically granted to you herein are retained by BubbleRAN.

Subject to the terms and conditions of this License, BubbleRAN grants you, if you are an entity, a personal, non-exclusive, non-transferable and limited license to use The Product in your organization that comes with The Product. Upon request, such license becomes transferrable if the license fee is covered by a 3rd party funding bodies.

The BubbleRAN software allows you to apply the provided license to a limited number of compute nodes (e.g., workstations or servers) within your organization that are used to run the BubbleRAN software. The total number of machines covered by the license is specified in the corresponding invoice.

2. Specific Terms and Conditions

The following terms and conditions (“Special Terms”) are specific to certain editions, versions and components of The Product and are in addition to the terms stated in Section 1. If any provision of the Special Terms applicable to The Product conflicts with any other provision of this License, then the provision of the Special Terms will supersede and control.

2.1 Terms and Conditions Applicable to 3rd party software

Certain components of The Product use or incorporate third-party software programs and/or libraries (“Third- Party Software”), which are loaded or integrated (in both object and source code form) on The Product. You agree that BubbleRAN’s third-party licensors and suppliers are intended third party beneficiaries of all terms and conditions of this License intended to protect intellectual property rights in The Product (including the Third-Party Software) and limit certain

uses thereof. The list of 3rd party software is provided in the appendix.

3. Limitations

In relation to the proprietary, closed or open source elements of The Product components, you shall not:

1. lease, rent or loan The Product to any third party;
2. sublicense, distribute or otherwise transfer The Product or any component thereof to any third party except as expressly authorized in this Agreement;
3. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of The Product;
4. remove, alter or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of BubbleRAN or its licensors or suppliers on or accompanying The Product;
5. allow third parties to access or use The Product including but not limited to using The Product in a time-sharing arrangement, except as expressly authorized under Sections 1 and 2 otherwise using The Product for the use or benefit of third parties;
6. reproduce or use The Product except as expressly authorized under Sections 1 and 2;
7. use The Product with any other hardware than the hardware designated in your organization.

You may not permit end users of The Product (“End Users”) to conduct the restricted activities limited by items (1) through (7) above insofar as they apply to certain files, libraries and/or source code specifically designated as “redistributables” by BubbleRAN in the accompanying documentation and that are necessary to use your own application programs and other works created using The Product (“Redistributables”), and such End User’s sublicense rights to the Redistributables are conditioned upon compliance with such limitations. The limitations in this Section 3 apply equally to your use of The Product, in whole or in part, including any component

or Redistributable.

4. Limited Warranty and Disclaimer

BubbleRAN warrants you that the Product, as and when provided to you, will be free of physical defects in materials and workmanship for a period of sixty (60) days after the date that you initially acquire the Product.

Your exclusive remedy and BubbleRAN's sole liability for breach of this warranty is that BubbleRAN will replace any defective media returned to BubbleRAN within the thirty (60) day warranty period. This warranty does not apply to damages resulting from misuse, abuse or neglect. Any replacement will be warranted as above for the remainder of the original warranty period or thirty (30) days from the date we ship it to you, whichever is longer.

Beyond the above limited Warranty, the Product is provided "as is" and without warranty of any kind. BubbleRAN hereby excludes and disclaims all implied or statutory warranties, including any warranties of merchantability, fitness for a particular purpose, quality, noninfringement, title, results, or efforts. There is no warranty that The Product will be error-free or will function without interruption. You assume the entire risk for the results obtained using The Product. To the extent that BubbleRAN may not disclaim any warranty as a matter of applicable law, the

scope and duration of such warranty will be the minimum permitted under such law.

5. Product Update and Services

BubbleRAN is not required under this License Agreement to provide any installation, maintenance and/or deployment service, training or other services to you, except those expressly provided herein. Such services, if available, must be purchased separately.

Under a separate support agreement or otherwise, BubbleRAN provides you with a new release, error correction, update, upgrade or other modification to The Product, such modification will be deemed part of The Product, and subject to the terms of this License Agreement, unless the modification is expressly provided subject to a separate License Agreement.

BubbleRAN reserves the right at any time not to release or to discontinue release of any Product and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases of The Product. In case BubbleRAN intends to take any such actions, BubbleRAN shall notify you in advance as soon as reasonably practicable.

5.1 License and/or Service Extension

Unless otherwise indicated, BubbleRAN License includes a one-year support (email, chat, issues, and training) and software update period.

You can subscribe to an additional one-year support and software update period, at the latest within the three months following the expiry date of the initial purchase. You can renew subscription to this extension every year, with the same three-month deadline. The extended support and update period starts on the day after the initial or previous expiry date.

Once this three-month deadline is over, an extra administrative reactivation fee is invoiced in addition to the extension cost. The extended support and update period starts when payment of the corresponding invoice is received.

6. Registration



7. Confidentiality

You acknowledge that if part of The Product in source code form exists, that is not an Open-Source, it remains a confidential trade secret of BubbleRAN, You agree to hold this information in confidence, not to disclose it to any person, and not to use it for any purpose other than the use and operation of The Product as permitted under this License Agreement.

BubbleRan has provided you with confirmation of the parts of The Product in source code form that exist and are released under an Open-Source License, together with the respective license terms that are applied to that source code.

8. Liability

In no event will BubbleRAN be liable to any party for any indirect, incidental, consequential, exemplary, damages, including any loss of profit, revenues, business opportunity or data arising from or relating to this "License Agreement" or "The Product", even if BubbleRAN knew, should have known or has been advised of the possibility of such damages.

BubbleRAN total cumulative liability arising from or relating to this "License Agreement" or "The Product" will not exceed the fees actually paid by you under this license agreement.

This section 8 will apply even if an exclusive remedy hereunder had failed of its essential purpose.

9. Termination of the Terms

The term of this License Agreement will begin as of the date that you receive The Product and will remain in effect unless terminated in accordance with the terms of the Agreement.

9.1 Termination for a Convenience

You may terminate this License Agreement for any reason, or for no reason, by giving BubbleRAN a five-day written notice. You shall not be entitled to request repayment of any fee or payment made to BubbleRAN.

9.2 Termination for a Cause

BubbleRAN may terminate this License Agreement if you breach your obligations hereunder. BubbleRAN will affect such termination by giving you notice of termination, specifying therein the alleged breach. If your breach is curable, you will have a transition period of thirty-days after such notice is served to cure the breach described therein. If the breach is cured within the thirty-days transition period, then this License Agreement will remain in effect; otherwise, this License Agreement will automatically terminate upon the conclusion of the thirty-days transition period.

9.3 Termination Effectiveness

Upon the termination of this License Agreement for any reason the following terms shall apply:

1. all rights granted under this License Agreement will immediately terminate and you must stop all use of The Product and any Redistributables;
2. you must return to BubbleRAN or destroy all copies of The Product provided to or made by you, and will, within thirty days after the effective date of termination, provide BubbleRAN with written certification that all such copies have been returned or destroyed.

10. General Provisions

10.1 Hazardous Uses

The Product is not intended for use in connection with any application requiring fail-safe performance such as the operation of nuclear power facilities, air traffic control or navigation systems, weapons control systems, life support systems, or any other system whose failure could lead to injury, death, environmental damage or mass destruction. You agree that BubbleRAN will have no liability of any nature, and you are solely responsible, for any expense, loss, injury or damage incurred as a result of such use of The Product.

10.2 Severability

This License Agreement constitutes the entire, final and exclusive agreement between you and BubbleRAN regarding the specific license transaction described herein. If any provision of this License Agreement is held to be illegal, invalid or unenforceable for any reason, then such provision will be enforced to the maximum extent permissible and the remainder of the provisions of this License Agreement will remain in full force and effect.

10.3 Assignment

You may not transfer The Product, assign this License Agreement or assign any of your rights or delegate any of your obligations under this License Agreement, by operation of law or otherwise (including by merger, sale of assets or consolidation), without BubbleRAN's prior written consent. Any attempted assignment in violation of this Section 10.4 will be void.

10.4 Export Control

You may not directly or indirectly transfer The Product, including its documentation, to any country if such transfer would be prohibited by applicable law. You agree to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country. You will be solely responsible for identifying and complying with all laws of any jurisdiction regarding the import, export or use of Products and technical data supplied by BubbleRAN, excluding any such requirements which are the responsibility of the Supplier under the Conditions. You will obtain at your own expense all licenses, permits or approvals required by any government to use The Product, excluding any such licenses, permits or approvals which are the responsibility of the Supplier under the Conditions.

10.5 Waiver and Modifications

All waivers must be in writing. Any waiver or failure to enforce a provision of this License Agreement on one occasion shall not be deemed a waiver of any other provision or such provision on any other occasion. This License Agreement may only be amended by a written document signed by both parties.

11. Non-Recurring Engineering

The intellectual property of all items designed, developed and manufactured by BubbleRAN resides and remains with BubbleRAN. The payment of Non-Recurring Engineering (NRE) charges by you does not confer any rights to the intellectual property of any designs which emanate directly or indirectly from the development. As part of any contract, whether it includes the payment of NRE or not, you must accept without reservation that BubbleRAN is the rightful owner of all intellectual property rights for The Product and/or other products which are supplied under this License Agreement or standard supplies to you. You must not copy, or allow any third party to copy the designs of any BubbleRAN's products.

12. Jurisdiction and Governing Law

Each Party irrevocably agrees that the courts of Antibes, France shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this License Agreement or its subject matter or formation (including non-contractual disputes or claims). This License Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of France.

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