

# SOFTWARE LICENSE AGREEMENT

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**Agreement:** means this license agreement and its possible subsequent versions and annexes.

**Software:** means the BaPCod software (APP number: IDDN.FR.001.440015.000.S.P.2017.000.20100) provided with its source code and, where applicable, its documentation, "as is" when the Licensee accepts the Agreement.

BapCod is a generic Branch-And-Price -And-Cut Code with a high level modeling interface that brings to user an easy access to complex reformulation and decomposition approaches that are efficiently implemented, combining best algorithmic practices.

BaPCod is a prototype code that solves Mixed Integer Programs (MIP) by application of reformulation and decomposition techniques. The reformulated problem is solved using a branch-and-price-and-cut (column generation) algorithms, Benders approaches, network flow and dynamic programming algorithms. These methods can be combined in several hybrid algorithms to produce exact or approximate solutions (primal solutions with a bound on the deviation to the optimum).

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## Article 4 - EFFECTIVE DATE AND TERM

### 4.1 EFFECTIVE DATE

The Agreement shall become effective on the date when it is accepted by the Licensee as set forth in Article [3.1](#).

### 4.2 TERM

The Agreement shall remain in force for a duration of five (5) years from the effective date as provided in Article 3.1.

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**7.2 Under no circumstances shall the Agreement grant (i) the right for the Licensee to redistribute the Software and the Modified Software, and (ii) the right for the Licensee to use the Software for commercial or non-academic purposes.** However, the Owner can grant such rights subject to the signature of a separate agreement including specific terms and conditions.

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8.2 The Owner's liability is limited to the commitments made under this Agreement and shall not be incurred as a result of in particular: (i) loss due the Licensee's total or partial failure to fulfill its obligations, (ii) direct or indirect loss that is suffered by the Licensee due to the use or performance of the Software, and (iii) more generally, any indirect loss. In particular the Parties expressly agree that any or all pecuniary loss (i.e. loss of data, loss of profits, operating loss, loss of customers or orders, opportunity cost, any disturbance to business activities) or any or all legal proceedings instituted against the Licensee by a third party, shall constitute indirect loss and shall not provide entitlement to any or all compensation from the Owner.

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## **Article 10 - TERMINATION**

10.1 In the event of a breach by the Licensee of its obligations hereunder, the Owner may automatically terminate this Agreement thirty (30) days after notice has been sent to the Licensee and has remained ineffective.

10.2 A Licensee whose Agreement is terminated shall no longer be authorized to use or modify the Software.

## **Article 11 - MISCELLANEOUS**

### **11.1 EXCUSABLE EVENTS**

Neither Party shall be liable for any or all delay, or failure to perform the Agreement, that may be attributable to an event of force majeure, an act of God or an outside cause, such as defective functioning or interruptions of the electricity or telecommunications networks, network paralysis following a virus attack, intervention by government authorities, natural disasters, water damage, earthquakes, fire, explosions, pandemic, strikes and labor unrest, war, etc.

11.2 Any failure by either Party, on one or more occasions, to invoke one or more of the provisions hereof, shall under no circumstances be interpreted as being a waiver by the interested Party of its right to invoke said provision(s) subsequently.

11.3 The Agreement cancels and replaces any or all previous agreements, whether written or oral, between the Parties and having the same purpose, and constitutes the entirety of the

agreement between said Parties concerning said purpose. No supplement or modification to the terms and conditions hereof shall be effective as between the Parties unless it is made in writing and signed by their duly authorized representatives.

11.4 In the event that one or more of the provisions hereof were to conflict with a current or future applicable act or legislative text, said act or legislative text shall prevail, and the Parties shall make the necessary amendments so as to comply with said act or legislative text. All other provisions shall remain effective. Similarly, invalidity of a provision of the Agreement, for any reason whatsoever, shall not cause the Agreement as a whole to be invalid.

## **11.5 LANGUAGE**

The Agreement is drafted in English.

## **Article 12 - GOVERNING LAW AND JURISDICTION**

12.1 The Agreement is governed by French law. The Parties agree to endeavor to seek an amicable solution to any disagreements or disputes that may arise during the performance of the Agreement.

12.2 Failing an amicable solution within two (2) months as from their occurrence, and unless emergency proceedings are necessary, the disagreements or disputes shall be referred to the French competent Courts, by the more diligent Party.