

## Alkaes Consulting SAS - Minyaa Suite - Partner License Agreement

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### 1. Definitions

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- **Accessible Code** means source code contained within the Product that is unprotected and accessible under this agreement.
- **Authorised Machine** means a single installation of a copy of the Product on a single physical computer.
- **Authorised Server Node** means a single installation of a copy of the Product within a J2EE application server on a single physical server, which is either stand alone or within a connected cluster.
- **Authorised Use** means the use of **Accessible Code** and **Provided Code** to improve his understanding of Minyaa Suite under the terms of this agreement in accordance with Section 10.
- **Authorised User** means a person or user account who is Licensed to use the Product, regardless of whether that person is an employee, contractor, subcontractor, vendor, partner or customer of the Licensee.
- **Embedded Software** means third party software licensed by **Alkaes Consulting SAS** from a Licensor and embedded in the Product.
- **License** means the right to use the Product as defined by **Authorised Use**.
- **Licensee** means the individual or entity (inclusive of subsidiaries) that has licensed the Product under the terms and conditions of this agreement.
- **Licensor** means the licensor of the **Embedded Software**.
- **Alkaes Consulting SAS** means **Alkaes Consulting SAS**, located at **21, rue de la Villa Flamande, 92340 Bourg-La-Reine, FRANCE**.
- **Product** means Minyaa Suite delivered by **Alkaes Consulting SAS** to **Licensee**, and which contains **Embedded Software**, including any updates provided under the terms of this agreement in accordance with Section 5.
- **Partner** means the individual or entity (inclusive of subsidiaries) that has contracted a Partnership under the terms of the [Software Distribution Agreement](#) and the terms and conditions of this current agreement.
- **Protected Code** means source code contained within the Product that is protected against access by **Alkaes Consulting SAS** and is not accessible under this agreement.
- **Provided Code** means source code contained within the Product that is a part of **Protected Code** (as defined in [EULA](#)), accessible under this agreement.
- **Software Distribution Agreement** means contract signed between **Alkaes Consulting SAS** and **Partner**.
- **USD** means United States dollars. **EUR** means Euros.

### 2. EULA Inclusion

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This **Partner License Agreement** is an extension of the End User License Agreement ([EULA](#)) of Minyaa Suite Product.

The acceptance of this License by licensed, implies an implicit acceptance of the [EULA](#) available on this site.

### 3. Grant of Licence

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Subject to the terms of this agreement, including limitations defined by the License, **Alkaes Consulting SAS** grants to **Licensee**, and **Licensee** accepts from **Alkaes Consulting SAS**, a worldwide, non-exclusive, non-transferable, non-sublicensable License to use **Accessible Code** and **Provided Code** to extend the Product as defined by **Authorised Use**.

### 4. No Warranty

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Save as provided in Sections 13 and 14 below, the Product is provided on an "as is" and "as available" basis without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or merchantability or fitness for a particular purpose, including without limitation that **Alkaes Consulting SAS** does not warranty that the Product will be error-free, complete, or correct. **Alkaes Consulting SAS** provides evaluation copies of the Product so that customers can assess the Product.

## 5. Alkaes Consulting SAS Obligations

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Upon receipt of signed **Software Distribution Agreement** from **Licensee** and on his explicit demand, **Alkaes Consulting SAS** will :

1. supply the **Accessible Code** and **Provided Code** via electronic media; and
2. provide Software Maintenance as defined in [EULA Section 6](#), as **Partner's** Customers are valid Licensees [as defined in Minyaa Suite's EULA](#).

## 6. Software Maintenance

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Software Maintenance includes **Alkaes Consulting SAS's** provisioning to **Licensee** Product updates and/or enhancements made generally available to customers from time to time, and online technical support (and where applicable, phone support) to one Licensee-designated technical contact for the sole purpose of addressing technical issues relating to the use of the Product (excluding any form of on-site visits by **Alkaes Consulting SAS** personnel or contractors).

## 7. Licensee Obligations

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The **Licensee** must at all times:

1. ensure that only an **Authorised User** may access to **Accessible Code** and **Provided Code**, and only for **Authorised Use** in accordance with the terms and conditions of this agreement;
2. advise **Alkaes Consulting SAS** in writing within thirty (30) calendar days if the **Licensee** becomes aware of any unauthorised use or distribution of the Product by any person.

## 8. Unauthorised Use or Distribution

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**Licensee** may not, whether through deliberate or negligent act or act of omission:

1. distribute or cause the distribution of the **Accessible Code** and **Provided Code** to any third party other than an **Authorised User**; or
2. directly access or use any **Embedded Software** independently of the Product.

**Licensee** is required to report its discovery of any such violations to **Alkaes Consulting SAS**, in writing within thirty (30) calendar days.

Any such violations will entitle **Alkaes Consulting SAS** to, in addition to any other right or claim that **Alkaes Consulting SAS** may have against **Licensee**, retroactively charge the **Licensee**, in addition to any other fees payable by the **Licensee** under this agreement, a fee calculated based on the number of prohibited distributions times the respective list prices that **Alkaes Consulting SAS** and/or the Licensor charges for the Product or **Embedded Software** respectively.

## 9. Investigation of Unauthorised Use and Distribution

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If **Alkaes Consulting SAS** reasonably suspects that the **Accessible Code** and **Provided Code** has been distributed to or obtained by any person or party without **Alkaes Consulting SAS's** prior written consent, **Alkaes Consulting SAS** has the right to request from the **Licensee** an unqualified certificate executed by the Licensee's auditor at the Licensee's cost for the purpose of verifying compliance with **Authorised Use** of the **Accessible Code** and the **Provided Code**.

In the event of such requests, which shall be made no more frequently than once per calendar year, **Alkaes Consulting SAS** will provide at least thirty (30) calendar days written notice.

## 10. License's Restrictions

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The same restrictions as those defined for the End User (in [EULA](#)), are applied.

They are completed by the following.

The **Partner** can access the **Accessible Code** and the **Provided Code** of Minyaa Suite to improve his understanding of Minyaa Suite and allow it to develop extensions :

- to feed data extended in JIRA by Minyaa Suite, through the available APIs,
- to access data managed and produced by Minyaa Suite, always through the available APIs ,
- to provide new reports based on the aggregation's mechanism available in Minyaa Suite,
- to use some of the various mechanisms available: LicenseManagement, SettingsManagement, InstallationManagement

Extensions must be developed in separate product, with dependency on Minyaa Suite.

If to achieve his purposes, the **Partner** must change sources of Minyaa Suite, he will have to provide all updates to **Alkaes Consulting SAS**, in order to see them integrated in future release of Minyaa Suite, after validation by the Minyaa Suite Team.

If to achieve his purposes, the **Partner** must make an overload via injection (IOC) or by extending classes, a component of Minyaa Suite, he will have to notify **Alkaes Consulting SAS** about a such operation.

After evaluation, the Minyaa Suite Team will decide whether or not its integration and impact on the support conditions.

All modifications made to the **Accessible Code** or the **Provided Code** must be made by integrating the internationalization for languages provided by Minyaa Suite.

All modifications made to the **Accessible Code** or the **Provided Code** for version of Minyaa Suite and JIRA (eg Miny 1.4 for JIRA 4.0) must be validated on all supported versions of JIRA (eg Minyaa Suite 1.4 for JIRA 3.12.3).

If the extensions developed by the **Partner** require changes in sources in JIRA (as required Minyaa Suite), their implementation will have to be done via an automated installation mechanism (provided by the **Partner** or based on Minyaa Suite Installation Management).

The **Partner** may not distribute:

- Sources of Minyaa Suite's Code,
- Compiled **Protected Code** or the **Provided Code** of Minyaa Suite.

The **Partner** will provide to his **End User**, the first level support for features Minyaa Suite concerned with his own extensions.

If the **Partner** requires support from **Alkaes Consulting SAS** for Minyaa Suite's functionalities impacted by or impacting his extensions, it will have to provide an access to Extension Code. **Alkaes Consulting SAS** will have to abide by the terms of the license associated with such sources.

## 11. Terms

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The term of this agreement begins as soon as the **Software Distribution Agreement** is signed and will continue in full force and effect until terminated in accordance with Section [12](#).

## 12. Termination

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This agreement may be terminated by either party if the other party commits a material breach.

Either party will have thirty (30) calendar days following receipt of written notice to remedy any material breaches. Immediately upon termination, any **Accessible Code** and **Protected Code** in possession, custody or control of **Partner** must be destroyed and written confirmation of such destruction provided to **Alkaes Consulting SAS**.

EULA Sections 1, 2, 4, 8 - 10, 13 - 15, 18, and 19 shall survive any termination of this agreement.

PLA Sections 1, 2, 8 - 10, 13 - 15, and 19 shall survive any termination of this agreement.

### 13. Infringement Indemnification

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- (a) **Alkaes Consulting SAS** will defend or settle, at its expense, any action brought against **Licensee** based upon the claim that the Product, if used within the scope of the License granted under this agreement, directly infringe a registered United States, European Union or Commonwealth patent or copyright; provided, however, that:
  1. **Licensee** shall notify **Alkaes Consulting SAS** promptly in writing of any such claim;
  2. **Licensee** shall not enter into any settlement or compromise any claim without **Alkaes Consulting SAS's** prior written consent;
  3. **Alkaes Consulting SAS** shall have sole control of any such action and settlement negotiations; and
  4. **Licensee** shall provide **Alkaes Consulting SAS** with information and assistance, at **Alkaes Consulting SAS's** request and expense, necessary to settle or defend such claim.

**Alkaes Consulting SAS** agrees to pay all damages and costs finally awarded against **Licensee** attributable to such claim. The foregoing states the sole liability of **Alkaes Consulting SAS** and the exclusive remedy of **Licensee** for any infringement of intellectual property rights by the Product or any other items provided by **Alkaes Consulting SAS** hereunder.

- (b) If the Product becomes, or in the opinion of **Alkaes Consulting SAS** may become, the subject of a claim of infringement of any third party right, **Alkaes Consulting SAS** may, at its option and in its discretion:
  1. procure for **Licensee** the right to use the Product free of any liability;
  2. replace or modify the Product to make it non-infringing; or
  3. refund any license fees related to this Product paid by **Licensee**.
- (c) **Licensee** will defend or settle, at its expense, any action brought against **Alkaes Consulting SAS** based upon the claim that any modifications to the Product or combination of the Product with products infringes or violates any third party right; provided, however, that:
  1. **Alkaes Consulting SAS** shall notify **Licensee** promptly in writing of any such claim;
  2. **Alkaes Consulting SAS** shall not enter into any settlement or compromise any such claim without **Licensee's** prior written consent;
  3. **Licensee** shall have sole control of any such action and settlement negotiations; and
  4. **Alkaes Consulting SAS** shall provide **Licensee** with information and assistance, at **Licensee's** request and expense, necessary to settle or defend such claim. **Licensee** agrees to pay all damages and costs finally awarded against **Alkaes Consulting SAS** attributable to such claim.
- (d) Notwithstanding Subsection (a) above, **Alkaes Consulting SAS** assumes no liability hereunder for, and shall have no obligation to defend **Licensee** or to pay costs, damages or attorney's fees for, any claim based upon any modifications to any of the Product not approved by **Alkaes Consulting SAS** or combination of any of the Product with products not approved by **Alkaes Consulting SAS**.

### 14. Limitation of Liability

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Except for the indemnification obligations of Section 13 or breach of Sections 2, 8 or 10, neither party will be liable to any person for any loss, damage, cost, expense or other claim (including consequential, direct, indirect, special, punitive or other damages and loss of data or profits) in relation to the Product including, without limitation:

- (a) any use or reliance on a Product by the person (including the form and content of errors in and/or omissions from any information contained in a Product);
- (b) any delay, interruption or other failure in the provision of the Product; or
- (c) any change in the form or content of the Product. In no event will **Alkaes Consulting SAS's** and Licensors' aggregate liability under any claims arising out of this agreement exceed the fees paid by **Licensee** under this agreement.

Except for each party's indemnification obligations or breach of Sections 2, 8 or 10, neither party will be liable for lost profits or for special, indirect, incidental or consequential damages, regardless of the form of action, even if such party is advised of the possibility of such damages. The foregoing liability limitations shall apply to the maximum extent allowed by applicable law. To the extent the foregoing liability limitations or the warranty disclaimers of Section 4 are not allowed by applicable law, then the liability of **Alkaes Consulting SAS**, and the remedy of **Licensee**, shall be limited to:

1. the re-supply of any defective Product; or
2. the refund of any license fees paid by **Licensee** for such defective Product

## 15. Intellectual Property

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The **Licensee** acknowledges that the Product and all intellectual property rights in relation to the Product are the property of **Alkaes Consulting SAS** or the Licensors and **Alkaes Consulting SAS** is entitled to take whatever action it may decide in order to protect its intellectual property rights in the Product.

**Alkaes Consulting SAS** and the **Licensee** agree to maintain each other's confidential information in strict confidence. The parties agree to not reveal each other's confidential information to any third party or to use each other's confidential information for any reason other than to exercise rights or obligations clearly contemplated by this Agreement.

## 16. Publicity Rights

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As mentioned in **Software Distribution Agreement**, each party grants to the other the right to refer to the partner relationship governed by this agreement on its website or other promotional material.

Within ten (10) Business Days of either party's written request, the notified party will remove the other party's name from its website or other materials and will make no further reference to that party in any future promotional material.

## 17. No Assignment or Amendment

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**Licensee** may assign this agreement to:

1. succeeding parties in the case of a merger, acquisition or change of control; or
2. if **Licensee** is a supplier to a government agency; provided, however, that in each case,
  - o (a) **Alkaes Consulting SAS** is notified in writing within ninety (90) days of such assignment,
  - o (b) the assignee agrees to be bound by the terms and conditions contained in this agreement and
  - o (c) upon such assignment the assignee makes no further use of the software licensed under this agreement.

**Alkaes Consulting SAS** may assign its rights and obligation under this agreement without consent of **Licensee**. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

## 18. Governing Law

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This agreement is governed by the laws of **France**, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of **France**.