

European Network of Transmission System Operators for Electricity

CIMCONTEXTOR AND CIMSYNTAXGEN GOVERNANCE

2017-02-28 VERSION 1.0

European Network of Transmission System Operators for Electricity

entsoe

2

Table of Contents

3	1	Introduo	ction		5			
4		1.1	Main ob	jective	5			
5		1.2		·				
6	2	Policy			5			
7		2.1	CIMCon	textor/CIMSyntaxgen governance group	5			
8		2.2		ied stakeholders				
9		2.3	ENTSO-	E role	5			
10	3	CIMCor	ntextor/CI	MSyntaxgen governance group	6			
11		3.1	Conven	or and members	6			
12		3.2 Governance group						
13			3.2.1	Responsibilities	6			
14			3.2.2	Meeting				
15			3.2.3	Finance management	6			
16			3.2.4	Information to be published	6			
17	Anr	Annex A (informative) CeCILL-B – Free software license agreement						
18								



Copyright notice:

20 Copyright © ENTSO-E. All Rights Reserved.

This document and its whole translations may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this paragraph are included on all such copies and derivative works. However, this document itself may not be modified in any way, except for literal and whole translation into languages other than English and under all circumstances, the copyright notice or references to ENTSO-E may not be removed.

28 This document and the information contained herein is provided on an "as is" basis.

29 ENTSO-E DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT 30 LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT 31 INFRINGE ANY RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR

32 FITNESS FOR A PARTICULAR PURPOSE.

33

19

Maintenance notice:

This document is maintained by the ENTSO-E WG EDI. Comments or remarks are to be provided at <u>EDI.Library@entsoe.eu</u>

European Network of Transmission System Operators for Electricity



2	C
J	Ο

Revision History

Version	Release	Date	Comments
0	0	2017-01-20	First drafting of the document for review
1	0	2017-02-28	Version for approval
	Version 0 1	VersionRelease0010	0 0 2017-01-20

37



38 1 Introduction

39 1.1 Main objective

The purpose of this document is to provide a framework for the establishment of a governance
group for the definition of the IT policy for the development/maintenance of the two products,
i.e. CIMContextor and CIMSyntaxgen, add-ins of Sparx product Entreprise Architecte.

43 **1.2 Context**

44 CIMContextor and CIMSyntaxgen have been developed by ZAMIREN (France). They are open 45 software published under license CeCILL-B.

46 Note: CeCILL-B (http://www.cecill.info/licences/Licence_CeCILL-B_V1-en.html) follows the principle of the popular
47 BSD license and its variants (Apache, X11 or W3C among others). In exchange for strong citation obligations (in all
48 software incorporating a program covered by CeCILL-B and also through a web site), the author authorizes the reuse
49 of its software without any other constraints.

50 These two products are used to develop and to maintain UML profiles within the common 51 information model (IEC 61968-11, IEC 61970-301, IEC 61970-302 and IEC 62325-301) by 52 utilities and software vendors. These products enables also the automated generation of the 53 documentation as well as the XML schema.

In 2009, ENTSO-E has decided to support the activities of standardization and in particular the
ones related to CIM, i.e. IEC 61968-11, IEC 61970-301, IEC 61970-302 and IEC 62325-301.
ENTSO-E is involved in these work for the implementation of the network codes, e.g. CGMES
and the European style market profile.

58 2 Policy

59 2.1 CIMContextor/CIMSyntaxgen governance group

A number of International Standards (IEC 62325-351 and IEC 62325-451-n series) as well as
 Publicly Available Standards (PAS IEC 61970-600 and PAS IEC 61970-601) have been
 developed by ENTSO-E based on the two products CIMContextor and CIMSyntaxgen.

63 In this framework and to ensure the sustainability of this work, ENTSO-E decides to create a 64 CIMContextor/CIMSyntaxgen governance group to ensure on the long term:

- The availability of the reference source code and its publication with the reference to the authors as per CeCILL-B license;
- The sharing of experience between the members of the user group;
- The development of new versions when necessary;
- The use of the software in accordance with its license;
- The maintenance of the reference version.

71 **2.2 Concerned stakeholders**

The concerned stakeholders are any organisation/society/university which have an interest in using the CIMContextor/CIMSyntaxgen products.

74 **2.3 ENTSO-E role**

ENTSO-E shall ensure the following activities/tasks related to CIMContextor/CIMSyntaxgengovernance group:

- Establish a governance group;
- Hold at least one meeting per year of the governance group;
- Maintain a link on the ENTSO-E web site (entsoe.eu) in order to download the reference version (installation package and source code) of the CIMContextor/CIMSyntaxgen products in accordance with CeCILL-B license.



82 **3** CIMContextor/CIMSyntaxgen governance group

83 **3.1 Convenor and members**

- 84 Any stakeholder could be a member of the CIMContextor/CIMSyntaxgen governance group.
- 85 On the ENTSO-E web site (entsoe.eu) a dedicated page will enable to register as a stakeholder.
- The Convenor of the CIMContextor/CIMSyntaxgen governance group is a member of ENTSO-E Secretariat. This person is in charge of the coordination within ENTSO-E, i.e. with all the Working Groups involved in the CIM.
- 89 One of Convenor's role is to manage in an efficient manner the CIMContextor/CIMSyntaxgen 90 governance group.

91 3.2 Governance group

92 3.2.1 Responsibilities

- The CIMContextor/CIMSyntaxgen governance group shall be responsible for the two productsincluding:
- Software strategy, including identification of possible financial implications that should be validated by the respective competent bodies of each member of the governance group;
- 97 Service assessment and reporting;
- 98 Software maintenance;
- 99 Supplier management.

100 **3.2.2 Meeting**

- 101 The Convenor shall call for a yearly meeting inviting all the stakeholders three months before 102 the meeting.
- 103 In case of urgent needs, a dedicated meeting shall be called and held as soon as possible.
- 104 The agenda shall include the list of the proposed new developments and a report of the 105 identified bugs and corrections.
- 106 The meeting shall be carried out either as a "physical meeting" or a "videoconference meeting".
- 107 The minutes of the meeting shall be published on a dedicated page in the ENTSO-E web site 108 (entsoe.eu).
- At the meeting, the decisions shall be taken on a consensus basis as defined by ISO/IEC Guide2:2004.
- 111 Note: "consensus: General agreement, characterized by the absence of sustained opposition to substantial issues by any important part of the concerned interests and by a process that involves seeking to take into account the views of all parties concerned and to reconcile any conflicting arguments. Consensus does not imply unanimity.

114 3.2.3 Finance management

- As the products are under CeCILL-B license, when stakeholders wish to develop the products,they should finance such developments.
- As concerns bugs corrections, the Convenor of the CIMContextor/CIMSyntaxgen governance
 group may propose each year, if necessary, a budget to be shared between all the stakeholders.
 Zamiren having developed these products is exempted of this fee.

120 **3.2.4** Information to be published

- 121 ENTSO-E Secretariat shall support on the ENTSO-E web site (entsoe.eu) a dedicated web page122 providing access to:
- The installation package and the source code with the CeCILL-B license, the access to a collaborative development tool and related documentation (including the software agreement).



- The conditions to which the software users need to comply with / abide to in accordance with the software agreement, including amongst others:
 128
 A text providing the name of Zamiran (France) to comply with CECILL P license.
- 128oA text providing the name of Zamiren (France) to comply with CECILL-B license129on intellectual property.
- 130oThe terms and conditions for third party to comply with the obligations of131CECILL-B license before downloading the products.
- A maintenance request form either to report issues or to suggest new developments.
- 133 The list of the registered stakeholders.
- The minutes of meetings of the CIMContextor/CIMSyntaxgen governance group.
- 135 The history of changes of the two products.



136Annex A137(informative)138CeCILL-B1 – Free software license agreement

139 Notice

140 This Agreement is a Free Software license agreement that is the result of discussions between 141 its authors in order to ensure compliance with the two main principles guiding its drafting:

firstly, compliance with the principles governing the distribution of Free Software: access tosource code, broad rights granted to users,

secondly, the election of a governing law, French law, with which it is conformant, both as
 regards the law of torts and intellectual property law, and the protection that it offers to both
 authors and holders of the economic rights over software.

147 The authors of the CeCILL-B1 license are:

Commissariat à l'Energie Atomique - CEA, a public scientific, technical and industrial research
establishment, having its principal place of business at 25 rue Leblanc, immeuble Le Ponant D,
75015 Paris, France.

151 Centre National de la Recherche Scientifique - CNRS, a public scientific and technological
152 establishment, having its principal place of business at 3 rue Michel-Ange, 75794 Paris cedex
153 16, France.

Institut National de Recherche en Informatique et en Automatique - INRIA, a public scientific
 and technological establishment, having its principal place of business at Domaine de
 Voluceau, Rocquencourt, BP 105, 78153 Le Chesnay cedex, France.

157 Preamble

158 This Agreement is an open source software license intended to give users significant freedom 159 to modify and redistribute the software licensed hereunder.

160 The exercising of this freedom is conditional upon a strong obligation of giving credits for 161 everybody that distributes a software incorporating a software ruled by the current license so 162 as all contributions to be properly identified and acknowledged.

163 In consideration of access to the source code and the rights to copy, modify and redistribute 164 granted by the license, users are provided only with a limited warranty and the software's 165 author, the holder of the economic rights, and the successive licensors only have limited 166 liability.

167 In this respect, the risks associated with loading, using, modifying and/or developing or reproducing the software by the user are brought to the user's attention, given its Free Software 168 status, which may make it complicated to use, with the result that its use is reserved for 169 170 developers and experienced professionals having in-depth computer knowledge. Users are 171 therefore encouraged to load and test the suitability of the software as regards their 172 requirements in conditions enabling the security of their systems and/or data to be ensured and, 173 more generally, to use and operate it in the same conditions of security. This Agreement may 174 be freely reproduced and published, provided it is not altered, and that no provisions are either 175 added or removed herefrom.

176 This Agreement may apply to any or all software for which the holder of the economic rights 177 decides to submit the use thereof to its provisions.

¹ CeCILL stands for Ce(a) C(nrs) I(nria) L(ogiciel) L(ibre)



178 Article 1 - DEFINITIONS

For the purpose of this Agreement, when the following expressions commence with a capital letter, they shall have the following meaning:

- 181 **Agreement**: means this license agreement, and its possible subsequent versions and annexes.
- 182 **Software**: means the software in its Object Code and/or Source Code form and, where
- applicable, its documentation, "as is" when the Licensee accepts the Agreement.
 Initial Software: means the Software in its Source Code and possibly its Object Code
- 184 Initial Software: means the Software in its Source Code and possibly its Object Code form 185 and, where applicable, its documentation, "as is" when it is first distributed under the terms and
- 186 conditions of the Agreement.
- 187 **Modified Software**: means the Software modified by at least one Contribution.
- 188 **Source Code**: means all the Software's instructions and program lines to which access is 189 required so as to modify the Software.
- 190 **Object Code**: means the binary files originating from the compilation of the Source Code.
- 191 **Holder**: means the holder(s) of the economic rights over the Initial Software.
- 192 **Licensee**: means the Software user(s) having accepted the Agreement.
- 193 **Contributor**: means a Licensee having made at least one Contribution.
- 194 Licensor: means the Holder, or any other individual or legal entity, who distributes the Software 195 under the Agreement.
- 196 **Contribution**: means any or all modifications, corrections, translations, adaptations and/or new
- functions integrated into the Software by any or all Contributors, as well as any or all Internal
 Modules.
- Module: means a set of sources files including their documentation that enables supplementary
 functions or services in addition to those offered by the Software.
- 201 External Module: means any or all Modules, not derived from the Software, so that this Module
- and the Software run in separate address spaces, with one calling the other when they are run. Internal Module: means any or all Module. connected to the Software so that they both execute
- Internal Module: means any or all Module, connected to the Software so that they both execute
 in the same address space.
- 205 **Parties**: mean both the Licensee and the Licensor.
- 206 These expressions may be used both in singular and plural form.

207 Article 2 - PURPOSE

- The purpose of the Agreement is the grant by the Licensor to the Licensee of a non-exclusive, transferable and worldwide license for the Software as set forth in Article 5 hereinafter for the
- 210 whole term of the protection granted by the rights over said Software.

211 Article 3 - ACCEPTANCE

- 3.1 The Licensee shall be deemed as having accepted the terms and conditions of thisAgreement upon the occurrence of the first of the following events:
- (i) loading the Software by any or all means, notably, by downloading from a remote server,or by loading from a physical medium;
- 216 (ii) the first time the Licensee exercises any of the rights granted hereunder.
- 3.2 One copy of the Agreement, containing a notice relating to the characteristics of the
 Software, to the limited warranty, and to the fact that its use is restricted to experienced users
 has been provided to the Licensee prior to its acceptance as set forth in Article 3.1 hereinabove,
 and the Licensee hereby acknowledges that it has read and understood it.

221 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.
- 225 4.2 TERM

The Agreement shall remain in force for the entire legal term of protection of the economic rights over the Software.



228 Article 5 - SCOPE OF RIGHTS GRANTED

The Licensor hereby grants to the Licensee, who accepts, the following rights over the Software for any or all use, and for the term of the Agreement, on the basis of the terms and conditions set forth hereinafter.

Besides, if the Licensor owns or comes to own one or more patents protecting all or part of the functions of the Software or of its components, the Licensor undertakes not to enforce the rights granted by these patents against successive Licensees using, exploiting or modifying the Software. If these patents are transferred, the Licensor undertakes to have the transferees subscribe to the obligations set forth in this paragraph.

5.1 RIGHT OF USE

The Licensee is authorized to use the Software, without any limitation as to its fields of application, with it being hereinafter specified that this comprises:

- 240 permanent or temporary reproduction of all or part of the Software by any or all means and 241 in any or all form.
- loading, displaying, running, or storing the Software on any or all medium.

entitlement to observe, study or test its operation so as to determine the ideas and principles
behind any or all constituent elements of said Software. This shall apply when the Licensee
carries out any or all loading, displaying, running, transmission or storage operation as regards
the Software, that it is entitled to carry out hereunder.

- 247 5.2 ENTITLEMENT TO MAKE CONTRIBUTIONS
- The right to make Contributions includes the right to translate, adapt, arrange, or make any or all modifications to the Software, and the right to reproduce the resulting software.

The Licensee is authorized to make any or all Contributions to the Software provided that it includes an explicit notice that it is the author of said Contribution and indicates the date of the creation thereof.

253 5.3 RIGHT OF DISTRIBUTION

In particular, the right of distribution includes the right to publish, transmit and communicate the Software to the general public on any or all medium, and by any or all means, and the right to market, either in consideration of a fee, or free of charge, one or more copies of the Software by any means.

- The Licensee is further authorized to distribute copies of the modified or unmodified Software to third parties according to the terms and conditions set forth hereinafter.
- 260 5.3.1 DISTRIBUTION OF SOFTWARE WITHOUT MODIFICATION
- The Licensee is authorized to distribute true copies of the Software in Source Code or Object Code form, provided that said distribution complies with all the provisions of the Agreement and is accompanied by:
- a copy of the Agreement,
- a notice relating to the limitation of both the Licensor's warranty and liability as set forth inArticles 8 and 9,

and that, in the event that only the Object Code of the Software is redistributed, the Licensee
allows effective access to the full Source Code of the Software at a minimum during the entire
period of its distribution of the Software, it being understood that the additional cost of acquiring
the Source Code shall not exceed the cost of transferring the data.



271 5.3.2 DISTRIBUTION OF MODIFIED SOFTWARE

272 If the Licensee makes any Contribution to the Software, the resulting Modified Software may
273 be distributed under a license agreement other than this Agreement subject to compliance with
274 the provisions of Article 5.3.4.

275 5.3.3 DISTRIBUTION OF EXTERNAL MODULES

When the Licensee has developed an External Module, the terms and conditions of this Agreement do not apply to said External Module, that may be distributed under a separate license agreement.

- 279 5.3.4 CREDITS
- 280 Any Licensee who may distribute a Modified Software hereby expressly agrees to:
- indicate in the related documentation that it is based on the Software licensed hereunder,and reproduce the intellectual property notice for the Software,

ensure that written indications of the Software intended use, intellectual property notice and
 license hereunder are included in easily accessible format from the Modified Software interface,

mention, on a freely accessible website describing the Modified Software, at least throughout
 the distribution term thereof, that it is based on the Software licensed hereunder, and reproduce
 the Software intellectual property notice,

where it is distributed to a third party that may distribute a Modified Software without having to make its source code available, make its best efforts to ensure that said third party agrees to comply with the obligations set forth in this Article .

291 If the Software, whether or not modified, is distributed with an External Module designed for 292 use in connection with the Software, the Licensee shall submit said External Module to the 293 foregoing obligations.

- 294 5.3.5 COMPATIBILITY WITH THE CeCILL AND CeCILL-C LICENSES
- Where a Modified Software contains a Contribution subject to the CeCILL license, the provisions set forth in Article 5.3.4 shall be optional.
- A Modified Software may be distributed under the CeCILL-C license. In such a case the provisions set forth in Article 5.3.4 shall be optional.

299 Article 6 - INTELLECTUAL PROPERTY

300 6.1 OVER THE INITIAL SOFTWARE

The Holder owns the economic rights over the Initial Software. Any or all use of the Initial Software is subject to compliance with the terms and conditions under which the Holder has elected to distribute its work and no one shall be entitled to modify the terms and conditions for the distribution of said Initial Software.

- The Holder undertakes that the Initial Software will remain ruled at least by this Agreement, for the duration set forth in Article 4.2.
- 307 6.2 OVER THE CONTRIBUTIONS
- 308 The Licensee who develops a Contribution is the owner of the intellectual property rights over 309 this Contribution as defined by applicable law.

310 6.3 OVER THE EXTERNAL MODULES

311 The Licensee who develops an External Module is the owner of the intellectual property rights

over this External Module as defined by applicable law and is free to choose the type of

313 agreement that shall govern its distribution.



314 6.4 JOINT PROVISIONS

- 315 The Licensee expressly undertakes:
- 316 not to remove, or modify, in any manner, the intellectual property notices attached to the 317 Software;
- to reproduce said notices, in an identical manner, in the copies of the Software modified or not.
- The Licensee undertakes not to directly or indirectly infringe the intellectual property rights of the Holder and/or Contributors on the Software and to take, where applicable, vis-à-vis its staff, any and all measures required to ensure respect of said intellectual property rights of the Holder and/or Contributors.

324 Article 7 - RELATED SERVICES

- 325 7.1 Under no circumstances shall the Agreement oblige the Licensor to provide technical326 assistance or maintenance services for the Software.
- However, the Licensor is entitled to offer this type of services. The terms and conditions of such
 technical assistance, and/or such maintenance, shall be set forth in a separate instrument. Only
 the Licensor offering said maintenance and/or technical assistance services shall incur liability
 therefor.
- 7.2 Similarly, any Licensor is entitled to offer to its licensees, under its sole responsibility, a
 warranty, that shall only be binding upon itself, for the redistribution of the Software and/or the
 Modified Software, under terms and conditions that it is free to decide. Said warranty, and the
 financial terms and conditions of its application, shall be subject of a separate instrument
 executed between the Licensor and the Licensee.

336 Article 8 - LIABILITY

- 8.1 Subject to the provisions of Article 8.2, the Licensee shall be entitled to claim compensation
 for any direct loss it may have suffered from the Software as a result of a fault on the part of
 the relevant Licensor, subject to providing evidence thereof.
- 340 8.2 The Licensor's liability is limited to the commitments made under this Agreement and shall 341 not be incurred as a result of in particular: (i) loss due the Licensee's total or partial failure to 342 fulfil its obligations, (ii) direct or consequential loss that is suffered by the Licensee due to the use or performance of the Software, and (iii) more generally, any consequential loss. In 343 particular the Parties expressly agree that any or all pecuniary or business loss (i.e. loss of 344 data, loss of profits, operating loss, loss of customers or orders, opportunity cost, any 345 disturbance to business activities) or any or all legal proceedings instituted against the Licensee 346 347 by a third party, shall constitute consequential loss and shall not provide entitlement to any or 348 all compensation from the Licensor.

349 Article 9 - WARRANTY

- 9.1 The Licensee acknowledges that the scientific and technical state-of-the-art when the Software was distributed did not enable all possible uses to be tested and verified, nor for the presence of possible defects to be detected. In this respect, the Licensee's attention has been drawn to the risks associated with loading, using, modifying and/or developing and reproducing the Software which are reserved for experienced users.
- The Licensee shall be responsible for verifying, by any or all means, the suitability of the product for its requirements, its good working order, and for ensuring that it shall not cause damage to either persons or properties.
- 9.2 The Licensor hereby represents, in good faith, that it is entitled to grant all the rights overthe Software (including in particular the rights set forth in Article 5).
- 9.3 The Licensee acknowledges that the Software is supplied "as is" by the Licensor without
 any other express or tacit warranty, other than that provided for in Article 9.2 and, in particular,
 without any warranty as to its commercial value, its secured, safe, innovative or relevant nature.



363 Specifically, the Licensor does not warrant that the Software is free from any error, that it will 364 operate without interruption, that it will be compatible with the Licensee's own equipment and 365 software configuration, nor that it will meet the Licensee's requirements.

366 9.4 The Licensor does not either expressly or tacitly warrant that the Software does not infringe 367 any third party intellectual property right relating to a patent, software or any other property right. Therefore, the Licensor disclaims any and all liability towards the Licensee arising out of 368 any or all proceedings for infringement that may be instituted in respect of the use, modification 369 370 and redistribution of the Software. Nevertheless, should such proceedings be instituted against the Licensee, the Licensor shall provide it with technical and legal assistance for its defense. 371 372 Such technical and legal assistance shall be decided on a case-by-case basis between the 373 relevant Licensor and the Licensee pursuant to a memorandum of understanding. The Licensor 374 disclaims any and all liability as regards the Licensee's use of the name of the Software. No 375 warranty is given as regards the existence of prior rights over the name of the Software or as regards the existence of a trademark. 376

377 Article 10 - TERMINATION

10.1 In the event of a breach by the Licensee of its obligations hereunder, the Licensor 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, modify or distribute the Software. However, any licenses that it may have granted prior to termination of the Agreement shall remain valid subject to their having been granted in compliance with the terms and conditions hereof.

385 Article 11 - MISCELLANEOUS

386 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, 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.

400 11.4 In the event that one or more of the provisions hereof were to conflict with a current or 401 future applicable act or legislative text, said act or legislative text shall prevail, and the Parties 402 shall make the necessary amendments so as to comply with said act or legislative text. All other 403 provisions shall remain effective. Similarly, invalidity of a provision of the Agreement, for any 404 reason whatsoever, shall not cause the Agreement as a whole to be invalid.

405 **11.5 LANGUAGE**

- 406 The Agreement is drafted in both French and English and both versions are deemed authentic.
- 407 Article 12 NEW VERSIONS OF THE AGREEMENT
- 408 12.1 Any person is authorized to duplicate and distribute copies of this Agreement.
- 409 12.2 So as to ensure coherence, the wording of this Agreement is protected and may only be410 modified by the authors of the License, who reserve the right to periodically publish updates or



- 411 new versions of the Agreement, each with a separate number. These subsequent versions may
 412 address new issues encountered by Free Software.
- 413 12.3 Any Software distributed under a given version of the Agreement may only be subsequently
 414 distributed under the same version of the Agreement or a subsequent version.

415 Article 13 - GOVERNING LAW AND JURISDICTION

- 416 13.1 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.
- 419 13.2 Failing an amicable solution within two (2) months as from their occurrence, and unless
 420 emergency proceedings are necessary, the disagreements or disputes shall be referred to the
- 421 Paris Courts having jurisdiction, by the more diligent Party.