

# END-USER LICENSE AGREEMENT FOR SYSTRAN SOFTWARE

## SYSTRAN Enterprise Server

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#### 13. **SOFTWARE TRANSFER.**

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19. **CONFIDENTIALITY.** You agree not to disclose any documents or information communicated by SYSTRAN in the course of the performance of this EULA and you also agree to have these measures observed by your employees.

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Si vous avez acquis votre produit SYSTRAN au CANADA, la garantie limitée suivante vous concerne :

#### **GARANTIE LIMITÉE**

SYSTRAN garantit que le Logiciel fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception.

Si une garantie ou condition implicite est créée par votre État ou votre territoire et qu'une loi fédérale ou provinciale ou État en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS. Certains États ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous.

Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse ou implicite.

**LIMITATION DES RECOURS ; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES.** Votre recours exclusif pour toute violation de la présente garantie limitée est décrit ci-après. Sauf pour tout remboursement au choix de SYSTRAN, si le Logiciel ne respecte pas la garantie limitée de SYSTRAN et, dans la mesure maximale permise par les lois applicables, même si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT À AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS. Les modalités de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages » sont également intégrées à la présente garantie limitée. Certains États ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à un autre. VOTRE RECOURS EXCLUSIF. L'obligation intégrale de SYSTRAN et de ses fournisseurs et votre recours exclusif seront, selon le choix de SYSTRAN de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du

Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à SYSTRAN avec une copie de votre reçu. Vous recevrez la compensation choisie par SYSTRAN, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (par exemple, les frais d'envoi du Logiciel à SYSTRAN). La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. Pour exercer votre recours, vous devez communiquer avec SYSTRAN et vous adresser à SYSTRAN SA, Attn. SYSTRAN Customer Support / 5 rue Feydeau 75002 Paris, France, ou à la filiale de SYSTRAN de votre pays.

#### DÉNI DE GARANTIES.

La garantie limitée mentionnée ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) mentionnées dans un document ou sur un emballage. Sauf en ce qui a trait à la garantie limitée et dans la mesure maximale permise par les lois applicables, le Logiciel et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES DÉFAUTS par SYSTRAN et ses fournisseurs, lesquels par les présentes dénie toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Logiciel et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE LOGICIEL.

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