


CeCILL-C FREE SOFTWARE LICENSE AGREEMENT

Notice

This Agreement is a Free Software license agreement that is the result of discussions between 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 to source 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.

The authors of the CeCILL-C¹ license are:

Commissariat  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.

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

Preamble

The purpose of this Free Software license agreement is to grant users the right to modify and re-use the software governed by this license.

The exercising of this right is conditional upon the obligation to make available to the community the modifications made to the source code of the software so as to contribute to its evolution.

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

Article 1 - DEFINITIONS

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

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

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 form and, where applicable, its documentation, "as is" when it is first distributed under the terms and conditions of the Agreement.

Modified Software: means the Software modified by at least one Integrated Contribution.

Source Code: means all the Software's instructions and program lines to which access is required so as to modify the Software.

Object Code: means the binary files originating from the compilation of the Source Code.

Holder: means the holder(s) of the economic rights over the Initial Software.

Licensee: means the Software user(s) having accepted the Agreement.

Contributor: means a Licensee having made at least one Integrated Contribution.

Licensor: means the Holder, or any other individual or legal entity, who distributes the Software under the Agreement.

Integrated Contribution: means any or all modifications, corrections, translations, adaptations and/or new functions integrated into the Source Code by any or all Contributors.

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Derivative Software: means any combination of the Software, modified or not, and of a Related Module.

Parties: mean both the Licensee and the Licensor.

These expressions may be used both in singular and plural form.

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 whole term of the protection granted by the rights over said Software.

Article 3 - ACCEPTANCE

3.1 The Licensee shall be deemed as having accepted the terms and conditions of this Agreement upon the occurrence of the first of the following events:

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- (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.

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 the entire legal term of protection of the economic rights over the Software.

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.

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2. a notice relating to the limitation of both the Licensor's warranty and liability as set forth in Articles 8 and 9,

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

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When the Licensee creates Derivative Software, this Derivative Software may be distributed under a license agreement other than this Agreement, subject to compliance with the requirement to include a notice concerning

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1. the resulting Modified Software will be governed by this Agreement,
2. the Integrated Contributions in the resulting Modified Software will be clearly identified and documented,
3. the Licensee will allow effective access to the source code of the Modified Software, at a minimum during the entire period of distribution of the Derivative Software, such that such modifications may be carried over in a subsequent version of the Software; it being understood that the additional cost of purchasing the source code of the Modified Software shall not exceed the cost of transferring the data.

5.3.4 COMPATIBILITY WITH THE CeCILL LICENSE

When a Modified Software contains an Integrated Contribution subject to the CeCILL license agreement, or when a Derivative Software contains a Related Module subject to the CeCILL license agreement, the provisions set forth in the third item of Article [6.4](#) are optional.

Article 6 - INTELLECTUAL PROPERTY

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](#).

6.2 OVER THE INTEGRATED CONTRIBUTIONS

The Licensee who develops an Integrated Contribution is the owner of the intellectual property rights over this Contribution as defined by applicable law.

6.3 OVER THE RELATED MODULES

The Licensee who develops a Related Module is the owner of the intellectual property rights over this Related Module as defined by applicable law and is free to choose the type of agreement that shall govern its distribution under the conditions defined in Article [5.3.3](#).

6.4 NOTICE OF RIGHTS

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Article 7 - RELATED SERVICES

7.1 Under no circumstances shall the Agreement oblige the Licensor to provide technical 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.

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.

8.2 The Licensor'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 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 particular the Parties expressly agree that any or all pecuniary or business 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 consequential loss and shall not provide entitlement to any or all compensation from the Licensor.

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.

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9.2 The Licensor hereby represents, in good faith, that it is entitled to grant all the rights over the 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.

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

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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.

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, 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 both French and English and both versions are deemed authentic.

Article 12 - NEW VERSIONS OF THE AGREEMENT

12.1 Any person is authorized to duplicate and distribute copies of this Agreement.

12.2 So as to ensure coherence, the wording of this Agreement is protected and may only be modified by the authors of the License, who reserve the right to periodically publish updates or new versions of the Agreement, each with a separate number. These subsequent versions may address new issues encountered by Free Software.

12.3 Any Software distributed under a given version of the Agreement may only be subsequently distributed under the same version of the Agreement or a subsequent version.

Article 13 - GOVERNING LAW AND JURISDICTION

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.

13.2 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 Paris Courts having jurisdiction, by the more diligent Party.

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

Version 1.0 dated 2006-09-05.