Licence

CeCILL FREE SOFTWARE LICENSE AGREEMENT

Version 2.1 dated 2013-06-21

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  Notice
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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

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  property law, and the protection that it offers to both authors and
  holders of the economic rights over software.
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  Preamble
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  Article 1 - DEFINITIONS
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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 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.

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EUPL: means the European Union Public License version 1.1 or any subsequent version, as published by the European Commission.

Parties: mean both the Licensee and the Licensor.

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

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  Article 2 - PURPOSE
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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 <#scope> hereinafter for the whole term of the protection granted by the rights over said Software.

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  Article 3 - ACCEPTANCE
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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:

- (i) loading the Software by any or all means, notably, by

downloading from a remote server, or by loading from a physical medium;

- (ii) the first time the Licensee exercises any of the rights granted

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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 <#accepting> hereinabove, and the Licensee hereby acknowledges that it has read and understood it.

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  Article 4 - EFFECTIVE DATE AND TERM
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    4.1 EFFECTIVE DATE
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The Agreement shall become effective on the date when it is accepted by the Licensee as set forth in Article 3.1 <#accepting>.

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

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2. loading, displaying, running, or storing the Software on any or all

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  medium.
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  storage operation as regards the Software, that it is entitled to
  carry out hereunder.
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1. a copy of the Agreement,

2. a notice relating to the limitation of both the Licensor's warranty

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and liability as set forth in Articles 8 and 9,
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When the Licensee makes a Contribution to the Software, the terms and conditions for the distribution of the resulting Modified Software become subject to all the provisions of this Agreement.

The Licensee is authorized to distribute the Modified Software, in source code or object code form, provided that said distribution complies with all the provisions of the Agreement and is accompanied by:

1. a copy of the Agreement,

2. a notice relating to the limitation of both the Licensor's warranty

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and liability as set forth in Articles 8 and 9,
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and, in the event that only the object code of the Modified Software is redistributed,

3. a note stating the conditions of effective access to the full source

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code of the Modified Software for a period of at least three years
from the distribution of the Modified Software, it being understood
that the additional acquisition cost of the source code shall not
exceed the cost of the data transfer.
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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.

5.3.4 COMPATIBILITY WITH OTHER LICENSES

The Licensee can include a code that is subject to the provisions of one of the versions of the GNU GPL, GNU Affero GPL and/or EUPL in the Modified or unmodified Software, and distribute that entire code under the terms of the same version of the GNU GPL, GNU Affero GPL and/or EUPL.

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  Article 6 - INTELLECTUAL PROPERTY
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    6.1 OVER THE INITIAL SOFTWARE
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The Holder undertakes that the Initial Software will remain ruled at least by this Agreement, for the duration set forth in Article 4.2 <#term>.

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    6.2 OVER THE CONTRIBUTIONS
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The Licensee who develops a Contribution is the owner of the intellectual property rights over this Contribution as defined by applicable law.

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    6.3 OVER THE EXTERNAL MODULES
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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 agreement that shall govern its distribution.

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    6.4 JOINT PROVISIONS
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The Licensee expressly undertakes:

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  the Software modified or not.
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The Licensee undertakes not to directly or indirectly infringe the intellectual property rights on the Software of the Holder and/or Contributors, and to take, where applicable, vis-�-vis its staff, any and all measures required to ensure respect of said intellectual property rights of the Holder and/or Contributors.

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  Article 7 - RELATED SERVICES
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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.

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Article 8 - LIABILITY
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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.

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Article 9 - WARRANTY
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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 over the Software (including in particular the rights set forth in Article 5 <#scope>).

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 <#good-faith> 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 will meet the Licensee's requirements.

9.4 The Licensor does not either expressly or tacitly warrant that the Software does not infringe 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 any or all proceedings for infringement that may be instituted in respect of the use, modification and redistribution of the Software. Nevertheless, should such proceedings be instituted against the

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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, subject to the provisions of Article 5.3.4 <#compatibility>.

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.

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