

CeCILL FREE SOFTWARE LICENSE AGREEMENT

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- 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 CeCILL¹ license are:

Commissariat à l'Energie Atomique - CEA, a public scientific, technical and industrial establishment, having its principal place of business at 31-33 rue de la Fédération, 75752 Paris cedex 15, 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

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

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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.

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A 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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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.

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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.

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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(logiciel) L(ibre)

Version 2.0 dated 2005-05-21.