

1 **Annex A**  
2 (informative)  
3 **CeCILL-B<sup>1</sup> – Free software license agreement**

4 **Notice**

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

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

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

12 The authors of the CeCILL-B1 license are:

13 Commissariat à l'Energie Atomique - CEA, a public scientific, technical and industrial research  
14 establishment, having its principal place of business at 25 rue Leblanc, immeuble Le Ponant D,  
15 75015 Paris, France

16 Centre National de la Recherche Scientifique - CNRS, a public scientific and technological  
17 establishment, having its principal place of business at 3 rue Michel-Ange, 75794 Paris cedex  
18 16, France.

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

22 **Preamble**

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

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

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

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

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

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<sup>1</sup> CeCILL stands for Ce(a) C(nrs) I(nria) L(ogiciel) L(ibre)

## 43 **Article 1 - DEFINITIONS**

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

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

47 **Software:** means the software in its Object Code and/or Source Code form and, where  
48 applicable, its documentation, "as is" when the Licensee accepts the Agreement.

49 **Initial Software:** means the Software in its Source Code and possibly its Object Code form  
50 and, where applicable, its documentation, "as is" when it is first distributed under the terms and  
51 conditions of the Agreement.

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

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

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

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

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

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

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

61 **Contribution:** means any or all modifications, corrections, translations, adaptations and/or new  
62 functions integrated into the Software by any or all Contributors, as well as any or all Internal  
63 Modules.

64 **Module:** means a set of sources files including their documentation that enables supplementary  
65 functions or services in addition to those offered by the Software.

66 **External Module:** means any or all Modules, not derived from the Software, so that this Module  
67 and the Software run in separate address spaces, with one calling the other when they are run.

68 **Internal Module:** means any or all Module, connected to the Software so that they both execute  
69 in the same address space.

70 **Parties:** mean both the Licensee and the Licensor.

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

## 72 **Article 2 - PURPOSE**

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

## 76 **Article 3 - ACCEPTANCE**

77 3.1 The Licensee shall be deemed as having accepted the terms and conditions of this  
78 Agreement upon the occurrence of the first of the following events:

79 (i) loading the Software by any or all means, notably, by downloading from a remote server,  
80 or by loading from a physical medium;

81 (ii) the first time the Licensee exercises any of the rights granted hereunder.

82 3.2 One copy of the Agreement, containing a notice relating to the characteristics of the  
83 Software, to the limited warranty, and to the fact that its use is restricted to experienced users  
84 has been provided to the Licensee prior to its acceptance as set forth in Article 3.1 hereinabove,  
85 and the Licensee hereby acknowledges that it has read and understood it.

## 86 **Article 4 - EFFECTIVE DATE AND TERM**

### 87 4.1 EFFECTIVE DATE

88 The Agreement shall become effective on the date when it is accepted by the Licensee as set  
89 forth in Article 3.1.

### 90 4.2 TERM

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

93 **Article 5 - SCOPE OF RIGHTS GRANTED**

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

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

102 **5.1 RIGHT OF USE**

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

105 permanent or temporary reproduction of all or part of the Software by any or all means and  
106 in any or all form.

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

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

112 **5.2 ENTITLEMENT TO MAKE CONTRIBUTIONS**

113 The right to make Contributions includes the right to translate, adapt, arrange, or make any or  
114 all modifications to the Software, and the right to reproduce the resulting software.

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

118 **5.3 RIGHT OF DISTRIBUTION**

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

123 The Licensee is further authorized to distribute copies of the modified or unmodified Software  
124 to third parties according to the terms and conditions set forth hereinafter.

125 **5.3.1 DISTRIBUTION OF SOFTWARE WITHOUT MODIFICATION**

126 The Licensee is authorized to distribute true copies of the Software in Source Code or Object  
127 Code form, provided that said distribution complies with all the provisions of the Agreement and  
128 is accompanied by:

129 a copy of the Agreement,

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

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

136 5.3.2 DISTRIBUTION OF MODIFIED SOFTWARE

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

140 5.3.3 DISTRIBUTION OF EXTERNAL MODULES

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

144 5.3.4 CREDITS

145 Any Licensee who may distribute a Modified Software hereby expressly agrees to:

146 indicate in the related documentation that it is based on the Software licensed hereunder,  
147 and reproduce the intellectual property notice for the Software,

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

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

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

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

159 5.3.5 COMPATIBILITY WITH THE CeCILL AND CeCILL-C LICENSES

160 Where a Modified Software contains a Contribution subject to the CeCILL license, the provisions  
161 set forth in Article 5.3.4 shall be optional.

162 A Modified Software may be distributed under the CeCILL-C license. In such a case the  
163 provisions set forth in Article 5.3.4 shall be optional.

164 **Article 6 - INTELLECTUAL PROPERTY**

165 6.1 OVER THE INITIAL SOFTWARE

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

170 The Holder undertakes that the Initial Software will remain ruled at least by this Agreement, for  
171 the duration set forth in Article 4.2.

172 6.2 OVER THE CONTRIBUTIONS

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

175 6.3 OVER THE EXTERNAL MODULES

176 The Licensee who develops an External Module is the owner of the intellectual property rights  
177 over this External Module as defined by applicable law and is free to choose the type of  
178 agreement that shall govern its distribution.

179 6.4 JOINT PROVISIONS

180 The Licensee expressly undertakes:

181 not to remove, or modify, in any manner, the intellectual property notices attached to the  
182 Software;

183 to reproduce said notices, in an identical manner, in the copies of the Software modified or  
184 not.

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

189 **Article 7 - RELATED SERVICES**

190 7.1 Under no circumstances shall the Agreement oblige the Licensor to provide technical  
191 assistance or maintenance services for the Software.

192 However, the Licensor is entitled to offer this type of services. The terms and conditions of such  
193 technical assistance, and/or such maintenance, shall be set forth in a separate instrument. Only  
194 the Licensor offering said maintenance and/or technical assistance services shall incur liability  
195 therefor.

196 7.2 Similarly, any Licensor is entitled to offer to its licensees, under its sole responsibility, a  
197 warranty, that shall only be binding upon itself, for the redistribution of the Software and/or the  
198 Modified Software, under terms and conditions that it is free to decide. Said warranty, and the  
199 financial terms and conditions of its application, shall be subject of a separate instrument  
200 executed between the Licensor and the Licensee.

201 **Article 8 - LIABILITY**

202 8.1 Subject to the provisions of Article 8.2, the Licensee shall be entitled to claim compensation  
203 for any direct loss it may have suffered from the Software as a result of a fault on the part of  
204 the relevant Licensor, subject to providing evidence thereof.

205 8.2 The Licensor's liability is limited to the commitments made under this Agreement and shall  
206 not be incurred as a result of in particular: (i) loss due the Licensee's total or partial failure to  
207 fulfil its obligations, (ii) direct or consequential loss that is suffered by the Licensee due to the  
208 use or performance of the Software, and (iii) more generally, any consequential loss. In  
209 particular the Parties expressly agree that any or all pecuniary or business loss (i.e. loss of  
210 data, loss of profits, operating loss, loss of customers or orders, opportunity cost, any  
211 disturbance to business activities) or any or all legal proceedings instituted against the Licensee  
212 by a third party, shall constitute consequential loss and shall not provide entitlement to any or  
213 all compensation from the Licensor.

214 **Article 9 - WARRANTY**

215 9.1 The Licensee acknowledges that the scientific and technical state-of-the-art when the  
216 Software was distributed did not enable all possible uses to be tested and verified, nor for the  
217 presence of possible defects to be detected. In this respect, the Licensee's attention has been  
218 drawn to the risks associated with loading, using, modifying and/or developing and reproducing  
219 the Software which are reserved for experienced users.

220 The Licensee shall be responsible for verifying, by any or all means, the suitability of the product  
221 for its requirements, its good working order, and for ensuring that it shall not cause damage to  
222 either persons or properties.

223 9.2 The Licensor hereby represents, in good faith, that it is entitled to grant all the rights over  
224 the Software (including in particular the rights set forth in Article 5).

225 9.3 The Licensee acknowledges that the Software is supplied "as is" by the Licensor without  
226 any other express or tacit warranty, other than that provided for in Article 9.2 and, in particular,  
227 without any warranty as to its commercial value, its secured, safe, innovative or relevant nature.

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

231 9.4 The Licensor does not either expressly or tacitly warrant that the Software does not infringe  
232 any third party intellectual property right relating to a patent, software or any other property  
233 right. Therefore, the Licensor disclaims any and all liability towards the Licensee arising out of  
234 any or all proceedings for infringement that may be instituted in respect of the use, modification  
235 and redistribution of the Software. Nevertheless, should such proceedings be instituted against  
236 the Licensee, the Licensor shall provide it with technical and legal assistance for its defense.  
237 Such technical and legal assistance shall be decided on a case-by-case basis between the  
238 relevant Licensor and the Licensee pursuant to a memorandum of understanding. The Licensor  
239 disclaims any and all liability as regards the Licensee's use of the name of the Software. No  
240 warranty is given as regards the existence of prior rights over the name of the Software or as  
241 regards the existence of a trademark.

## 242 **Article 10 - TERMINATION**

243 10.1 In the event of a breach by the Licensee of its obligations hereunder, the Licensor may  
244 automatically terminate this Agreement thirty (30) days after notice has been sent to the  
245 Licensee and has remained ineffective.

246 10.2 A Licensee whose Agreement is terminated shall no longer be authorized to use, modify  
247 or distribute the Software. However, any licenses that it may have granted prior to termination  
248 of the Agreement shall remain valid subject to their having been granted in compliance with the  
249 terms and conditions hereof.

## 250 **Article 11 - MISCELLANEOUS**

### 251 **11.1 EXCUSABLE EVENTS**

252 Neither Party shall be liable for any or all delay, or failure to perform the Agreement, that may  
253 be attributable to an event of force majeure, an act of God or an outside cause, such as  
254 defective functioning or interruptions of the electricity or telecommunications networks, network  
255 paralysis following a virus attack, intervention by government authorities, natural disasters,  
256 water damage, earthquakes, fire, explosions, strikes and labor unrest, war, etc.

257 11.2 Any failure by either Party, on one or more occasions, to invoke one or more of the  
258 provisions hereof, shall under no circumstances be interpreted as being a waiver by the  
259 interested Party of its right to invoke said provision(s) subsequently.

260 11.3 The Agreement cancels and replaces any or all previous agreements, whether written or  
261 oral, between the Parties and having the same purpose, and constitutes the entirety of the  
262 agreement between said Parties concerning said purpose. No supplement or modification to  
263 the terms and conditions hereof shall be effective as between the Parties unless it is made in  
264 writing and signed by their duly authorized representatives.

265 11.4 In the event that one or more of the provisions hereof were to conflict with a current or  
266 future applicable act or legislative text, said act or legislative text shall prevail, and the Parties  
267 shall make the necessary amendments so as to comply with said act or legislative text. All other  
268 provisions shall remain effective. Similarly, invalidity of a provision of the Agreement, for any  
269 reason whatsoever, shall not cause the Agreement as a whole to be invalid.

### 270 **11.5 LANGUAGE**

271 The Agreement is drafted in both French and English and both versions are deemed authentic.

## 272 **Article 12 - NEW VERSIONS OF THE AGREEMENT**

273 12.1 Any person is authorized to duplicate and distribute copies of this Agreement.

274 12.2 So as to ensure coherence, the wording of this Agreement is protected and may only be  
275 modified by the authors of the License, who reserve the right to periodically publish updates or

276 new versions of the Agreement, each with a separate number. These subsequent versions may  
277 address new issues encountered by Free Software.

278 12.3 Any Software distributed under a given version of the Agreement may only be subsequently  
279 distributed under the same version of the Agreement or a subsequent version.

## 280 **Article 13 - GOVERNING LAW AND JURISDICTION**

281 13.1 The Agreement is governed by French law. The Parties agree to endeavor to seek an  
282 amicable solution to any disagreements or disputes that may arise during the performance of  
283 the Agreement.

284 13.2 Failing an amicable solution within two (2) months as from their occurrence, and unless  
285 emergency proceedings are necessary, the disagreements or disputes shall be referred to the  
286 Paris Courts having jurisdiction, by the more diligent Party.

287