

CERN Open Hardware Licence Version 2 - Less Reciprocal

CERN

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Preamble

CERN has developed this licence to promote collaboration among hardware designers and to provide a legal tool which supports the freedom to use, study, modify, share and distribute hardware designs and products based on those designs. Version 2 of the CERN Open Hardware Licence comes in three variants: CERN-OHL-P (permissive); and two reciprocal licences: this Licence, CERN-OHL-L (less reciprocal) and CERN-OHL-S (strongly reciprocal). The only effective difference between CERN-OHL-S and CERN-OHL-L is in the definition of 'Available Component'.

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Use of the CERN-OHL-L does not imply any endorsement of any licensor or their designs nor does it imply any involvement by CERN in their development.

1 Definitions

The following meanings apply in this Licence:

1.1 '*Licence*' means CERN-OHL-L.

1.2 '*Compatible Licence*' means

- a) any earlier version of the CERN Open Hardware licence, or
- b) any version of the CERN-OHL-S or the CERN-OHL-L, or
- c) any licence which permits You to treat the Source to which it applies as licensed under CERN-OHL-S or CERN-OHL-L provided that on Conveyance of any such Source, or any associated Product You treat the Source in question as being licensed under CERN-OHL-S or CERN-OHL-L as appropriate, and fulfil all the applicable requirements of Your chosen variant with respect to that Source.

1.3 '*Source*' means information such as design or computer code which can be applied to Make a Product regardless of its medium or how it is expressed. It includes schematics, logic diagrams, circuit or circuit board layouts, transistor models, standard cells, test vectors, chip layouts, mechanical drawings, flow charts and descriptive text, scripts and hardware

descriptions using hardware description languages and may include Notices.

- 1.4 '*Covered Source*' means Source that is explicitly made available under this Licence.
- 1.5 '*Product*' means any device, component, work or physical object, whether in finished or intermediate form, arising from the use, application or processing of Covered Source.
- 1.6 '*Make*' means to create or configure something, whether by manufacture, assembly, compiling, loading or applying Covered Source or another Product or otherwise.
- 1.7 '*Available Component*' means any part, sub-assembly, library or code which:
 - a) is available to You as Complete Source under a Compatible Licence; or
 - b) is available to You and any other prospective licensees
 - i) with sufficient rights and information (including any configuration and programming files and information about its characteristics and interfaces) to enable it either to be Made itself, or to be sourced and used to Make the Product; or
 - ii) as part of the normal distribution of a tool used to design or Make the Product.
- 1.8 '*Complete Source*' means the set of all Source necessary to Make a Product, in the preferred form for making modifications, including necessary installation and interfacing information. If the format is proprietary, it must also be made available in a format (if the proprietary tool can create it) which is viewable with a tool available to potential licensees and licensed under a licence approved by the Free Software Foundation or OSI. You are not required under this Licence to provide the Complete Source of any component which qualifies as an Available Component provided that you include in the Complete Source sufficient information to enable a recipient to Make or source and use the Available Component to Make the Product.
- 1.9 '*Source Location*' means a location where the Licensor has placed Complete Source, and which the Licensor reasonably believes will remain easily accessible for any Licensee to make a digital copy for at least three years.
- 1.10 '*Notice*' means copyright, acknowledgement and trademark notices, Source Location references, modification notices (section 3.3.b) and all notices that refer to this Licence and to the disclaimer of warranties that are included in the Covered Source.
- 1.11 '*Licensee*' or '*You*' means any person exercising rights under this Licence.
- 1.12 '*Licensor*' means a person who creates or modifies Covered Source and subsequently Conveys the resulting Covered Source under the terms and conditions of this Licence. A person may be a Licensee and a Licensor at the same time.

- 1.13 '*Affiliate*' means any legal entity which is controlled by or is under common control with another, where 'control' means
- a) the power, direct or indirect, to control direction or management, whether by contract or otherwise, or
 - b) ownership of fifty percent (50%) or more of the outstanding shares, or
 - c) beneficial ownership.
- 1.14 '*Internal Development*' means distributing Source or Products to
- a) Your Affiliate (in which case should it cease to be Your Affiliate, You shall be deemed to have distributed the modified Source or Product to the Affiliate immediately prior to its ceasing to be Your Affiliate); or
 - b) a legal entity which is performing development, testing or quality assurance work on Your behalf on terms which prevent the entity from both using the Source or Product for its own internal purposes and distributing the Source or Product or any modifications thereto to any person other than You.
- 1.15 '*Convey*' means to communicate to the public or distribute, except for the purpose of Internal Development.

2 Applicability

- 2.1 This Licence governs the use, copying, modification, Conveying of Covered Source and Products, and the Making of Products. By exercising any right granted under this Licence, You irrevocably accept these terms and conditions.
- 2.2 This Licence is granted by the Licensor directly to You, and shall apply worldwide and without limitation in time.
- 2.3 You shall not attempt to restrict by contract or otherwise the rights granted under this Licence to other Licensees.
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- 3.1 You may copy and Convey verbatim copies of Covered Source, in any medium, provided You retain all Notices.
- 3.2 You may modify Covered Source, other than Notices, provided that You irrevocably undertake to make that modified Covered Source available from a Source Location should You Convey a Product in circumstances

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You may delete Notices which are no longer applicable to the corresponding Covered Source as modified by You and You may add additional Notices applicable to Your modifications. Including Covered Source in a larger work is modifying the Covered Source, and the larger work becomes modified Covered Source.

3.3 You may Convey modified Covered Source (with the effect that You shall also become a Licensor) provided that You:

- a) retain Notices as required in subsection 3.2;
- b) add a Notice to the modified Covered Source stating that You have modified it, with the date and brief description of how You have modified it;
- c) add a Source Location Notice for the modified Covered Source if you Convey in circumstances where the recipient does not otherwise receive a copy of the modified Covered Source; and
- d) license the modified Covered Source under the terms and conditions of this Licence or, as set out in 7.3, a later version, if permitted by the licence of the original Covered Source.

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You may Make Products, and/or Convey them, provided that You either provide each recipient with a copy of the Complete Source or ensure that each recipient is notified of the Source Location. You must satisfy Your obligations set out in section 3.3 in respect of that Complete Source. If specified in a Notice, the Product must visibly and securely display the Source Location on it or its packaging in the manner specified in that Notice.

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- 5.1 **DISCLAIMER** – The Covered Source and any Products are provided ‘as is’ and any express or implied warranties, including, but not limited to, implied warranties of merchantability, of satisfactory quality, non-infringement of third party rights, and fitness for a particular purpose or use are disclaimed in respect of any Source or Product. The Licensor makes no representation that any Source or Product does not or will not infringe any patent, copyright, trade secret or other proprietary right. The entire risk as to the use, quality, and performance of any Source or Product shall be with You and not the Licensor. This disclaimer of warranty is an essential part of this Licence and a condition for the grant of any rights granted under this Licence.
- 5.2 **LIMITATION OF LIABILITY** – The Licensor shall, to the maximum extent permitted by law, have no liability for direct, indirect, special, incidental, consequential, exemplary, punitive or other damages of any character

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6 Patents

- 6.1 Subject to the terms and conditions of this Licence, each Licensor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to Make, have Made, use, offer to sell, sell, import, and otherwise transfer the Covered Source and Products, where such licence applies only to those patent claims licensable by such Licensor that are necessarily infringed by the Covered Source as Conveyed by that Licensor.
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7 General

- 7.1 Except for the rights explicitly granted hereunder, this Licence does not imply or represent any transfer or assignment of intellectual property rights to the Licensee.
- 7.2 You shall not use any of the name (including acronyms and abbreviations), image, or logo by which the Licensor or CERN is known, except where needed to comply with section 3, or where the use is otherwise allowed by law. Any such permitted use shall be factual and shall not be made so as to suggest any kind of endorsement by the Licensor or its personnel of the modified Covered Source or any Product, or any kind of implication by the Licensor or its personnel in the preparation of the modified Covered Source or Product.
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You may treat Covered Source licensed under CERN-OHL-L as licensed under CERN-OHL-S if and only if all Available Components referenced in the Covered Source comply with the corresponding definition of Available Component for CERN-OHL-S.

- 7.4 This Licence shall terminate with immediate effect upon 30 days' written notice and without involvement of a court if You fail to comply with any of its terms and conditions. Section 5 shall continue to apply.
- 7.5 Except in order to restrain an immediately anticipated breach of patent by You; the Licensor agrees not to issue or threaten to issue any court proceedings in relation to any breach of this Licence without taking reasonable steps to negotiate a settlement. In particular, the Licensor agrees not to seek monetary compensation for breach of its rights hereunder, unless Your breach was flagrant and wilful or, having given You 30 days to come into compliance with this Licence in all material respects, and having co-operated with the Licensor in assisting You to come into compliance, You have failed to do so.
- 7.6 This Licence shall not be enforceable by any entity not a party to it, and third party beneficiary rights are specifically excluded.