European Union Public Licence

V. 1.1

欧盟公共许可证

V. 1.1

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欧盟公共许可证© 欧共体 2007

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Work or Software (as defined below) which is provided under the terms of this

Licence. Any use of the Work, other than as authorised under this Licence is

prohibited (to the extent such use is covered by a right of the copyright

holder of the Work).

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The Original Work is provided under the terms of this

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immediately following the copyright notice for the Original Work:

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基于EUPL V.1.1的许可

or has expressed by any other mean his willingness to license under the EUPL.

或者是基于EUPL以其他方式明确表达的

1. Definitions

定义

In this Licence, the

following terms have the following meaning:

在本许可证中，下列术语表示下列意义

- The Licence: this Licence. 许可证：本许可证

- The Original Work or the Software: the software distributed

and/or communicated by the Licensor under this Licence, available as Source

Code and also as Executable Code as the case may be.

原作品或者软件：许可方依据本许可证分发和交流软件，将以源码或可执行代码的方式出现

- Derivative Works: 衍生作品

the works or software that could be created by the Licensee, based upon the

Original Work or modifications thereof. This Licence does not define the

extent of modification or dependence on the Original Work required in order to

classify a work as a Derivative Work; this extent is determined by copyright

law applicable in the country mentioned in Article 15.

根据原作品或基于原作品的修改版，被许可人可以创建本作品或软件。本许可证不是为了划分一个作品为衍生作品，而在原作品上定义修改或依赖版的程度;这个程度是在15章所提国家的适用的版权法所决定的

- The Work: the Original Work and/or its Derivative Works.

作品：原作品或其衍生作品

- The Source Code: the human-readable form of the Work which is the most

convenient for people to study and modify.

源代码：作品的可阅读的形式，也是最便于人们学习和修改的形式

- The Executable Code: any code which has generally been compiled and which

is meant to be interpreted by a computer as a program.

可执行代码：被编译过的源代码，即可以被计算机解释为一个程序

- The Licensor: the natural or legal person that distributes and/or

communicates the Work under the Licence.

许可方：依据本许可证可以分发或交流作品的自然人或法人

- Contributor(s): any natural or legal person who modifies the Work under the

Licence, or otherwise contributes to the creation of a Derivative Work.

贡献者：依据本许可证，修改本作品的自然人或法人，或者对于衍生作品的创建做出贡献的人

- The Licensee or “You”: any natural or legal person who makes any usage of

the Software under the terms of the Licence.

被许可人或你：依据本许可证使用本软件的自然人或者法人

- Distribution and/or Communication: any act of selling, giving, lending,

renting, distributing, communicating, transmitting, or otherwise

making available, on-line or off-line, copies of the Work or providing access

to its essential functionalities at the disposal of any other natural or legal

person.

分发和交流：任何销售，给予，领导，租赁，分发，交流，翻译或者可供使用(在线或者离线)作品的副本，或者提供进入任何自然人或法人控制的必要功能的权限

2. Scope of the rights granted by the Licence

The Licensor hereby grants You a world-wide, royalty-free, non-exclusive,

sub-licensable licence to do the following, for the duration of copyright

vested in the Original Work:

许可证授予的权利范围

许可人授予您全球性的，免版权费，不例外的，可再授权的许可证，在原作品赋予的版权有效期内，做到以下操作：

- use the Work in any circumstance and for all usage,

- reproduce the Work,

- modify the Original Work, and make Derivative Works

based upon the Work,

- communicate to the public, including the right to make available or display

the Work or copies thereof to the public and perform publicly, as the case

may be, the Work,

- distribute the Work or copies thereof,

- lend and rent the Work or copies thereof,

- sub-license rights in the Work or copies thereof.

在任何情况下，完全使用本作品

复制本作品

修改原作品或者在原作品基础上，创造衍生作品

公开发表，包括公开提供或展示原作品或其副本，并且公开展现原作品的权利

分发原作品或其副本

租赁原作品或其副本

重新许可原作品或其副本的权利

Those rights can be exercised on any media, supports and formats, whether now

known or later invented, as far as the applicable law permits so.

这些权利可以应用在任何媒介，支持和形式上，无论已知的或之后发明的，只要适用法律许可

In the countries where moral rights apply, the Licensor waives his right to

exercise his moral right to the extent allowed by law in order to make

effective the licence of the economic rights here above listed.

在一些道德权利有要求的国家，许可方为使上述经济权益得到有效保证，在法律许可范围内，放弃道德上权利

The Licensor grants to the Licensee royalty-free, non exclusive usage rights

to any patents held by the Licensor, to the extent necessary to make use of

the rights granted on the Work under this Licence.

许可方授予被许可人免版费的，毫无保留的对任何许可方持有的任何专利的使用权，并基于本许可证使用原作品授予的必要权利

3. Communication of the Source Code

The Licensor may provide the Work either

in its Source Code form, or as Executable Code. If the Work is provided as

Executable Code, the Licensor provides in addition a machine-readable copy of

the Source Code of the Work along with each copy of the Work that the Licensor

distributes or indicates, in a notice following the copyright notice attached

to the Work, a repository where the Source Code is easily and freely

accessible for as long as the Licensor continues to distribute and/or

communicate the Work.

3.源代码的交流

许可方以源代码或可执行代码的方式提供作品。如果作品是以可执行代码提供，许可方将提供额外的机器可读的源码副本，只要许可方继续分发或交流作品，在作品附着的版权声明或源码可以方便和自由进入的库中，也包括许可方分发或指示的作品的每一份副本

4. Limitations on copyright

Nothing in this Licence is intended to deprive the Licensee of the benefits

from any exception or limitation to the exclusive rights of the rights owners

in the Original Work or Software, of the exhaustion of those rights or of

other applicable limitations thereto.

4.版权的限制

在任何例外或限制，以及原作品或软件的权利所有者的专有权利(附之其他使用限制权利消失的)，本许可证不会试图剥夺本许可人的权益

5. Obligations of the Licensee 本许可证的义务

The grant of the rights mentioned above is subject to some restrictions and

obligations imposed on the Licensee. Those obligations are the following:

上述授予的权利需要符合一些限制和许可证强制的义务，这些义务包括

Attribution right: 归属权

the Licensee shall keep intact all copyright, patent or trademarks notices and

all notices that refer to the Licence and to the disclaimer of warranties. The

Licensee must include a copy of such notices and a copy of the Licence with

every copy of the Work he/she distributes and/or communicates. The Licensee

must cause any Derivative Work to carry prominent notices stating that the

Work has been modified and the date of modification.

被许可人必须保证所有版权，专利或商标以及所有本许可证和免责声明的标识的完整

被许可人必须保证每个他/她分发以及/或者交流的作品副本，都拥有含有本许可证的副本的标识

被许可人必须保证任何被修改或更改日期的衍生作品附着明显的标识声明

Copyleft clause: 版权条款

If the Licensee distributes and/or communicates copies of the Original Works

or Derivative Works based upon the Original Work, this Distribution and/or

Communication will be done under the terms of this Licence or of a later

version of this Licence unless the Original Work is expressly distributed only

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offer or impose any additional terms or conditions on the Work or Derivative

Work that alter or restrict the terms of the Licence.

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Compatibility clause: 兼容性条款

If the Licensee Distributes and/or Communicates Derivative Works or copies

thereof based upon both the Original Work and another work licensed under a

Compatible Licence, this Distribution and/or Communication can be done under

the terms of this Compatible Licence. For the sake of this clause,

“Compatible Licence” refers to the licences listed in the appendix

attached to this Licence. Should the Licensee’s obligations under the

Compatible Licence conflict with his/her obligations under this Licence, the

obligations of the Compatible Licence shall prevail.

在基于原始作品和本许可证兼容的其他许可的作品，如果被许可人分发以及/或者交流衍生作品或其副本，此类分发以及/或者交流可以在兼容许可证的条款中完成。因为此类条款，’兼容性许可证’就是指本许可证附件中列出的许可证。被许可人在兼容性下的义务与本许可证规定的义务相冲突时，优先完成兼容性许可证的义务

Provision of Source Code: 源代码条款

When distributing and/or communicating copies of the Work, the Licensee

will provide a machine-readable copy of the Source Code or indicate a

repository where this Source will be easily and freely available for as long

as the Licensee continues to distribute and/or communicate the Work.

当分发以及/或者交流作品的副本时，只要本许可人持续分发以及/或者交流作品，被许可人将提供机器可读的源码副本或者指出源码可方便其自由得到的库

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reasonable and customary use in describing the origin of the Work and

reproducing the content of the copyright notice.

本许可证不授权使用商标名称，商标，服务号，或者许可人名称，除非是合理且约定俗成的方式用以描述原作品以及复制版权说明的内容

6. Chain of Authorship 著作权条款

The original Licensor warrants that the copyright in the Original Work

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Each Contributor warrants that the copyright in the modifications he/she

brings to the Work are owned by him/her or licensed to him/her and that

he/she has the power and authority to grant the Licence.

Each time You accept the Licence, the original Licensor and subsequent

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原许可方保证原作品授予的版权属于他/她或者许可给他/她，他/她有能力和权利去授予本许可证

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每次当您接受本许可证，在本许可证条款下，原许可方或其他贡献者授予您对于他们所做的贡献的许可

7. Disclaimer of Warranty 免责条款

The Work is a work in progress, which is continuously improved by numerous

contributors. It is not a finished work and may therefore contain defects or

“bugs” inherent to this type of software development.

For the above reason, the Work is provided under the Licence on an “as is”

basis and without warranties of any kind concerning the Work, including

without limitation merchantability, fitness for a particular purpose, absence

of defects or errors, accuracy, non-infringement of intellectual property

rights other than copyright as stated in Article 6 of this Licence.

This disclaimer of warranty is an essential part of the Licence and a

condition for the grant of any rights to the Work.

作品是大量贡献者持续改进中的作品。这不是一个完成的作品，因此包含了缺陷或者软件开发类型中的bugs

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本免责条款是本许可证的必要部分以及作品授予任何权利的条件

8. Disclaimer of Liability 义务免责

Except in the cases of wilful misconduct or damages directly caused to

natural persons, the Licensor will in no event be liable for any direct or

indirect, material or moral, damages of any kind, arising out of the Licence

or of the use of the Work, including without limitation,

damages for loss of goodwill, work stoppage, computer failure or malfunction,

loss of data or any commercial damage, even if the Licensor has been advised

of the possibility of such damage. However, the Licensor will be liable under

statutory product liability laws as far such laws apply to the Work.

除了故意误导或直接对自然人的直接伤害，许可方不会对任何本许可证或者使用本作品，包括没有限制的使用本作品，而出现的直接或间接，物质的或精神上的，任何形式的伤害负责

损失包括，失信，工作中断，计算机错误或故障，数据丢失，或其他商业损失，即使许可方已经提醒了此类损失的可能性。然而，许可方将会对适用法律对作品所规定的产品义务负责

9. Additional agreements 附件协议

While distributing the Original Work or Derivative Works, You may choose

to conclude an additional agreement to offer, and charge a fee for,

acceptance of support, warranty, indemnity, or other liability

obligations and/or services consistent with this Licence. However, in

accepting such obligations, You may act only on your own behalf and on your

sole responsibility, not on behalf of the original Licensor or any other

Contributor, and only if You agree to indemnify, defend, and hold each

Contributor harmless for any liability incurred by, or claims asserted against

such Contributor by the fact You have accepted any such warranty or additional

liability.

当分发原作品或者衍生作品时，您可选择提供附件协议，并且对接受技术支持，维保，保证或其他义务以及/或者与本许可证一致的服务进行收费。但是，在接受此类义务时，您仅代表你个人和您自己的责任，而不代表原许可方或者其他贡献者，并且您同意保障，捍卫，保持每个贡献者免除任何可能发生的义务，或者声明你已接受此类保证或附加义务

10. Acceptance of the Licence 许可证认可

The provisions of this Licence can be accepted by clicking on

an icon “I agree” placed under the bottom of a window displaying the text of

this Licence or by affirming consent in any other similar way, in accordance

with the rules of applicable law. Clicking on that icon indicates your clear

and irrevocable acceptance of this Licence and

all of its terms and conditions.

Similarly, you irrevocably accept this Licence and

all of its terms and conditions by exercising any rights granted to You

by Article 2 of this Licence, such as the use of the Work,

the creation by You of a Derivative Work or the Distribution and/or

Communication by You of the Work or copies thereof.

本许可证的所有条款可以通过点击显示本许可证文本窗口的底部的‘我同意’按钮来接受或者以其他适用法律许可的相似的方式同意

点击此按钮意味着您清楚并不可改变本许可证及其所有条款和条件

同样，您也因执行授予给您的权利而不可改变的接受本许可证及其所有条款和条件

本许可证的第2章，例如作品的使用，衍生作品或者发行版的创造以及/或者作品或其副本的交流

11. Information to the public

In case of any Distribution and/or Communication of the Work by means of

electronic communication by You (for example, by offering to download

the Work from a remote location) the distribution channel or media (for

example, a website) must at least provide to the public the information

requested by the applicable law regarding the Licensor, the Licence and the

way it may be accessible, concluded, stored and reproduced by the

Licensee.

11. 公开信息

在任何通过电子通信手段(例如您在远程提供下载作品的方式)分发或者交流作品的情况下，分发渠道或者媒介(例如网站)必须至少向公众提供适用法律所涉及许可方的必要信息，许可证以及被许可人进入，缔结，储存和复制的方式

12. Termination of the Licence

The Licence and the rights granted hereunder will terminate automatically

upon any breach by the Licensee of the terms of the Licence.

Such a termination will not terminate the licences of any person who has

received the Work from the Licensee under the Licence, provided such persons

remain in full compliance with the Licence.

本许可证的终止

如果本许可人违法本许可证定义的条款，本许可证及其授予的权利将自动终止

此种终止不会终止已经在本许可证下从被许可人出获得的原作品的许可证的人士，此类人将继续完全遵守本许可证

13. Miscellaneous

Without prejudice of Article 9 above, the Licence represents the complete

agreement between the Parties as to the Work licensed hereunder.

If any provision of the Licence is invalid or unenforceable under applicable

law, this will not affect the validity or enforceability of the Licence as a

whole. Such provision will be construed and/or reformed so as necessary

to make it valid and enforceable.

The European Commission may publish other linguistic versions and/or new

versions of this Licence, so far this is required and reasonable, without

reducing the scope of the rights granted by the Licence.

New versions of the Licence will be published with a unique version number.

All linguistic versions of this Licence, approved by the European Commission,

have identical value. Parties can take advantage of the linguistic version

of their choice.

13.其他事项

在不违背上述第9章的情况下，本许可证代表了原作品所授予许可的团体间的完整协议

在适用法律范围内，如果本许可证的任何条款是无效或非强制的，这并不妨碍本许可证作为整体的的有效或强制性。此类条款将本根据需要进行解释或改进以使其有效和具有强制性

欧盟委员会可以发布其他语言版本或者本许可证的新版本，目前为止，这是必须且合理的，并未减少本许可证所授予的权利范围

新版本的许可证将以单独的版本号来发布

欧盟委员会批准的所有语言版本的许可证具备相同的价值，各个团体可按其需要使用各语言版本

14. Jurisdiction

Any litigation resulting from the interpretation of this License, arising

between the European Commission, as a Licensor, and any Licensee,

will be subject to the jurisdiction of the Court of Justice of the

European Communities, as laid down in article 238 of the Treaty establishing

the European Community.

Any litigation arising between Parties, other than the European Commission,

and resulting from the interpretation of this License, will be subject to the

exclusive jurisdiction of the competent court where the Licensor resides or

conducts its primary business.

14. 管辖权

在作为许可方的欧盟委员会和被许可人之间，本许可证解释的任何诉讼结果必须符合欧洲共同体的法院的判决，如同建立欧洲共同体条约的第238章所规定的一样

在非欧盟委员会的团体之间的诉讼结果，以及本许可证的解释结果，必须符合本许可方居住或开展其主要业务的管辖法院的专有司法管辖权

15. Applicable Law

This Licence shall be governed by the law of the European Union country where

the Licensor resides or has his registered office.

This licence shall be governed by the Belgian law if:

- a litigation arises between the European Commission, as a Licensor, and any

Licensee;

- the Licensor, other than the European Commission, has no residence or

registered office inside a European Union country.

15.适用法律

本许可证受许可方居住或者注册办公点的欧盟国家的法律管辖

本许可证受比利时法律的管辖，如果：

-作为许可方的欧盟委员会与本许可人之间的诉讼要求

-非欧盟委员会的许可方在任一欧盟国家中没有居住地或注册办公点

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Appendix

“Compatible Licences” according to article 5 EUPL are:

- GNU General Public License (GNU GPL) v. 2

- Open Software License (OSL) v. 2.1, v. 3.0

- Common Public License v. 1.0

- Eclipse Public License v. 1.0

- Cecill v. 2.0