License nº 5911 to use the CADP software

strictly limited to academic personnel in an academic context

This agreement is concluded between:

Institut National de Recherche en Informatique et en Automatique (INRIA)
Public scientific and technological establishment
governed by decree nº 85-831 of 2 August 1985

headquartered at:

Domaine de Voluceau
BP 105
Rocquencourt
78153 Le Chesnay cedex
France

represented by Mr. Bruno SPORTISSE, President Director General

for one part,

and:

the USER

for the other part,

jointly referred to herein as the PARTIES or individually as the PARTY,

IT HAS BEEN AGREED AND ADOPTED AS FOLLOWS

Article 1 – Definitions

For the needs of this agreement, the terms in uppercase letters have the meanings given below:

SOFTWARE:

This term signifies the CADP toolkit ("*Construction and Analysis of Distributed Processes*") including the software as listed at the following address: `http://cadp.inria.fr/man`.

Unless otherwise stipulated, the software and code libraries are provided in the form of executable binary code.

POOL:

> This term signifies the list of computers on which the USER is authorized, under the terms of this agreement, to install and use the SOFTWARE.

> The term computer is to be understood in its widest sense, covering all systems capable of running the SOFTWARE or activating some or all of features.

> The computers constituting the POOL can be either owned by the USER or leased by the USER.

> The list of computers constituting the POOL is given in the latest LICENSE FILE sent to the USER.

> In the case that the POOL includes transportable (or portable) computers, no geographical limit is attached to them, as long as they are used only by the USER.

LICENSE FILE:

> This term signifies a computer file sent by INRIA to the USER in the context of this agreement.

> This file contains a summary of the conditions under which the USER is authorized to use the SOFT-WARE. Notably, it contains the following information:

- The name of the USER

- The name and address of the academic employer of the USER

- The date on which the LICENSE FILE was created

- The version of the SOFTWARE provided to the USER

- The names, serial numbers, makes, models, network domains and addresses of the computers in the POOL of the USER

- The software keys authorizing the SOFTWARE to run on the computers in the POOL

- The dates of the start and end of the period for which the LICENSE FILE authorizes use of the SOFTWARE

Article 2 – Warning

The present contract does not offer an unlimited guarantee to the USER, and imposes only a limited liability on INRIA.

In respect of this, the attention of the USER is drawn to the risks associated with download and use of the SOFTWARE by the user, given its specifics which render it complex to use, and which is intended for professional users having a high degree of technical knowledge. USERs are therefore invited to download the SOFTWARE and test its suitability to their needs under conditions that enable the security of systems and/or data to be ensured and, more generally, to use and operate the SOFTWARE under the same security conditions.

Article 3 – Purpose

The purpose of this agreement is to define the terms and conditions under which INRIA grants to the USER, who agrees to them, permission to use the SOFTWARE free of charge.

Article 4 – Ownership

The USER will respect the existing intellectual, industrial, and commercial property of INRIA for the SOFTWARE.

Some components of the SOFTWARE are developed in part with the assistance of various software, listed here:

- The SYNTAX system for generating compilers, developed at INRIA,

- The CUDD library software, developed by Fabio Somenzi at the University of Colorado (Boulder, Colorado, USA),

- The Sparse software library, developed by Kenneth S. Kundert at the University of California (Berkeley, California, USA),

- The GC (*Garbage Collector*) software library, developed by Hans-J. Boehm, Alan J. Demers, Xerox Corporation, Silicon Graphics and Hewlett-Packard,

- The TRIO (*Portable String Functions*) software library, developed by Bjorn Reese and Daniel Stenberg,

- The TCL software developed notably by the University of California, Sun Microsystems, Scriptics Corporation, and ActiveState Corporation,

- The TK software developed notably by the University of California and Sun Microsystems,

- The TIX software developed notably by Ioi Kim Lam, the TIX Project Group, and ActiveState Corporation,

- The BWIDGET software library, developed notably by Unifix and ActiveState Corporation,

- The FTP Library Package for Tcl/Tk, developed by Steffen Traeger,

- The BLAT software for Windows, developed namely by Mark Neal, Pedro Mendes, Gilles Vollant, and Tim Charron.

All ownership information related to these components is contained in the README file provided with the SOFTWARE.

Article 5 – Conditions of use

INRIA grants the USER a right that is strictly personal, non-exclusive, cannot be yielded or transferred, to use the software strictly for non-industrial and non-commercial purposes. This right to use is granted for the computers of the USER in the POOL and only for the duration of the agreement. This license does not confer on the USER any right to ownership or profit.

The right to use conferred by this agreement consists solely of the right to operation of the SOFTWARE by the USER for its exclusive use for the purposes of executing the operations described in the documentation that accompanies the SOFTWARE.

The USER may not under any circumstances transfer all or part of this license to an affiliated company; this includes, but is not limited to, branches, subsidiaries, and parent companies. If an affiliated company of the USER wants to benefit from a license to use the SOFTWARE, this can only be authorized by means of a separate agreement.

The USER agrees that it will not sell, lease, distribute or otherwise transfer or dispose of the SOFTWARE, in whole or in part, to any other party.

The USER agrees that it will not perform services which would imply, directly or indirectly, the use of the SOFTWARE, in whole or in part.

The USER agrees that it will neither disassemble, nor reverse compile, nor analyze the SOFTWARE using any type of reverse engineering technique, under the reserve of article L122-6-1 of the Code de la Propriété Intellectuelle.

The USER agrees that it will not modify the SOFTWARE in whole or in part. The USER further agrees that it will not integrate the SOFTWARE, in whole or in part, in one or more derivative works.

The USER agrees that, unless with the prior written agreement of INRIA, it will not submit any patent relating to the SOFTWARE, nor any patent that could result in constraints or conditions on use of the SOFTWARE by a third party.

The USER agrees that it will not use the SOFTWARE in a way which would not be in accordance with the this agreement.

All use, direct or indirect, of the SOFTWARE by the USER, other than that covered by this agreement, and including notably use of the SOFTWARE to provide services, for manufacturing, and any sale of the right to use must be preceded by a separate agreement between the PARTIES.

Article 6 – Duration – Effective date

Acceptance by the USER of the present contract is considered given on the occurrence of the first of the following acts:

- acquisition of the SOFTWARE by any method, notably by download from a server or download from physical media;

- the first use by the USER of any one of the rights conceded by this present license contract.

An example of the present license contract, notably containing a warning related to specifics of the SOFTWARE, to the restricted guarantee and to the limitation of use by experienced users, was made available to the USER prior to acceptance and the USER acknowledged that it has been made aware.

The present license contract becomes effective on the date of acceptance by the USER. The present contract remains in effect for the legal duration of the intellectual property rights applying to the SOFTWARE.

Article 7 – Publications

The USER agrees that it will clearly mention the name of the SOFTWARE, acknowledge the names of the authors, and acknowledge the INRIA copyright in any article or publications implying use of the SOFTWARE, and on the occasion of any demonstration or public use of the SOFTWARE.

The USER agrees that it will not, unless with the prior written agreement of INRIA, publish or disclose to any third party the results of any evaluation or comparative tests made on the SOFTWARE.

Article 8 – Confidentiality

The USER agrees that it will treat as confidential the SOFTWARE, the accompanying documentation, and all clauses and commercial information contained in this agreement (the existence of the present agreement not being itself considered as a confidential information), the LICENSE FILE, proposals and invoices sent by INRIA, and any communication or document marked INFORMATIONS CONFIDENTIELLES or CONFIDENTIAL.

Unless with the prior written approval of the INRIA TECHNICAL OFFICIAL listed in clause 11, the USER agrees that it will not disclose any confidential information to any person, with the exception of employees of the USER, in which case disclosure shall be limited to what is necessary for use consistent with the terms of this agreement.

All disclosures will be accompanied by a reminder to the person receiving the confidential information of the obligation to keep the information in confidence.

The USER will take all reasonable measures, both during the DURATION of this agreement and afterwards, to ensure that no unauthorized person has access to all or part of the confidential information to copy, reproduce or disclose by any means all or part of this confidential information.

The stipulations relating to confidentiality are not applicable to information:

- that the USER already possessed or otherwise obtained legally from INRIA,

- that was already in the public domain, or that subsequently enters the public domain without fault or negligence of the obligations on the behalf of the USER,

- or that must be revealed because of French law or a request by the proper authorities, but only to the limit of what is requested.

This obligation of confidentiality continues for the legal duration of the intellectual property rights applying to the SOFTWARE after the expiration of this agreement for whatever cause, without then permitting either of the PARTIES to exploit or make use of information confidential to the other PARTY without prior written consent.

Article 9 – Backup copy

A backup copy is permitted for the purposes of archiving or back up. Any backup copy made by the USER shall contain any copyright notice or proprietary notice provided with the SOFTWARE being copied.

Article 10 – Responsibility and warranty

10-1. Responsibility

INRIA is under no circumstances responsible for any damage direct or indirect, whether commercial or financial damage, loss of goodwill, loss of brand image, loss of profits, loss of control, commercial problems of any type, loss or destruction (total or partial) of data, or action directed against the USER by a third party that could be connected with, or the result of use of, or inability to use, the SOFTWARE.

10-2. Warranty

The SOFTWARE consists of research prototypes provided "as is" to the USER. The USER acknowledges that the technical characteristics and functionality of the SOFTWARE correspond to its needs. Apart from the provision of the SOFTWARE, this agreement places no obligation on INRIA to provide assistance or maintenance to the USER, or to adapt the SOFTWARE to the computers of the POOL of the USER.

However, INRIA remains at liberty to propose such services, the terms and conditions of such services being defined in a separate contract.

The USER acknowledges that the current state of scientific and technical knowledge at the instant of release of the SOFTWARE does not permit all possible uses to be tested or verified, nor the detection of all possible bugs. In this regard, the attention of the USER is drawn to the risks associated with the download and use of the SOFTWARE, which is reserved to advanced users.

Specifically, INRIA does not guarantee that the SOFTWARE is free of errors, that it functions without interruption, that it is compatible with the hardware and software configuration of the USER, nor that it fulfills the needs of the USER.

INRIA does not guarantee, explicitly or tacitly, that the SOFTWARE does not infringe any intellectual property rights of a third party that are the subject of a patent, software, or other ownership right. In consequence, INRIA disclaims all guarantees to the benefit of the USER against legal proceedings for infringement that could be instituted as a result of use of the SOFTWARE.

Article 11 – Correspondence

All correspondence pertaining to this contract should be addressed in writing, either by electronic mail `cadp@inria.fr` or postal mail, to the INRIA TECHNICAL OFFICIAL:

M. Hubert GARAVEL
Centre de Recherche INRIA de Grenoble Rhône-Alpes
655, avenue de l'Europe
Montbonnot
38334 Saint-Ismier Cedex - FRANCE
E-mail: Hubert.Garavel@inria.fr

Article 12 – Transfer

This agreement is personal to the PARTIES ("intuitu personae") and neither party is authorized to assign, transfer, or otherwise yield this agreement, in part or in whole, against payment or free of charge, the rights and obligations relating to this agreement without the prior written agreement of the other PARTY.

Article 13 – Termination and expiry of the agreement

INRIA can, in the case of negligence on the part of the USER in executing its obligations, terminate the agreement. In this case, INRIA will inform the USER of its intention to terminate by sending a registered letter in which the nature of the negligence is indicated.

The termination takes effect immediately when the negligence cannot be remedied, or if this is not the case, after a delay of thirty (30) days after reception of the letter by the USER, if the USER has not remedied the negligence to the satisfaction of INRIA during this period.

The expiry of this agreement, for whatever cause, does not affect the clauses relating to confidentiality, publication, or intellectual property.

On expiry of this agreement for whatever cause, the USER agrees to cease using the SOFTWARE. It agrees to destroy the LICENSE FILE and all original material and copies of the SOFTWARE partial or complete in its possession, including any backup copies, within a maximum of one (1) month.

The USER will create, sign, and send to the INRIA TECHNICAL OFFICIAL listed in clause 11, an attestation of the destruction of the SOFTWARE and all copies in its possession.

Article 14 – Force majeure

Neither of the PARTIES will be responsible for the partial or total non-execution of the obligations of this agreement in a case of force majeure as defined by article 1148 of the French Civil Code and recognized as such by the jurisprudence of the French courts.

The PARTY that declares an event constituting force majeure must advise the other PARTY within thirty (30) days of the event occurring. In addition, it must agree to make best efforts to limit the consequences of the event.

In a case of force majeure, the notice periods mentioned in this agreement can be extended to a period mutually agreed by the PARTIES.

In the case of an event constituting force majeure lasting for more that thirty (30) days after notification to the other PARTY, the PARTIES will meet and determine the conditions under which this agreement will be maintained or terminated.

Article 15 – Nullity

If one or more stipulations in this agreement are rendered invalid or declared so by the application of a law, a rule, or following a legal decision by the competent authorities, the other stipulations remain in full force

and effect.

Article 16 – Titles

In the case of difference in interpretation between the title of an article or clause in this agreement and the content of that article or clause, the titles are declared to be non-existent.

Article 17 – Renunciation

The fact that one of the PARTIES did not require the application of a clause of this agreement by the other PARTY or has not indicated negligence on the part of the other PARTY whether permanent or temporary, should not under any circumstance be considered as a renunciation by this PARTY of their rights under the clause in question.

Article 18 – Relationship between the parties

The PARTIES are independent contractors. The PARTIES declare that this agreement cannot in any circumstances be interpreted or considered to be a merger, or formation of a group, nor otherwise participation in or creation of a company. The intention to create a partnership or organisation, the intention to share benefits and the contribution to losses are explicitly excluded.

Article 19 – Totality

This agreement completed by the LICENSE FILES defines the totality of the obligations of the PARTIES.

It revokes and replaces in totality all proposals, promises, engagements, discussions and written documents previously exchanged between the PARTIES on the same subject.

It completes all agreements, contracts, and conventions previously signed between the PARTIES, it being understood in the case of any contradiction that the stipulations of this agreement take precedence.

Article 20 – Inability to execute in part

If one or more clauses in this agreement cannot be implemented for any reason, the other clauses retain their validity. The PARTIES will seek, through negotiations in good faith, to adapt or to replace the clauses that are proved impracticable. The failure of the PARTIES to reach agreement on the adaptations or replacements of the clauses in question will not affect the validity of this agreement.

Article 21 – Language

The present contract is written in French and English. In case of any differences, the French version prevails.

Article 22 – Applicable law and litigation

This agreement is governed by French law.

Any dispute that cannot be settled amicably within thirty (30) days may be brought before the competent French courts.