CQAPRI SOFTWARE LICENSE

Preamble

CQAPri v. 1.0 registered at the APP under the number …………… is a software solution that queries inconsistent description logic knowledge bases (in DL-Lite), developed within the context of academic research.

Article 1 - Definitions:

Executable code: refers to the CQAPri software in machine language that can be executed on a computer.

Source code: refers to the CQAPri software in programming language that can be understood by a human being.

Licensor: refers to the Owners, Contributors or any other person or organization that distributes the Software according to the Contract.

Contract: refers to this license.

Contributor: refers to License Holders who make at least one Contribution to the Software.

Contribution(s): refers to any modification, correction, translation, adaptation and/or new functionality integrated in the Software by any Contributor.

License Holder: refers to any person who uses the Software and accepts the terms and conditions of this Contract.

Software: refers to the CQAPri v. 1.0 computer program and its documentation, its design and preparation hardware, the Source Code, the Executable Code and any Contributions.

Owners: refers to the original owners of the property rights of the Software. These original owners are Paris-Sud University.

Article 2 - Purpose:

The purpose of this contract is to define the rights and obligations of the License Holder of the Software.

Article 3 – Acceptance:

The License Holder agrees that downloading the Software implies that they have read and understood the terms and conditions of this Contract.

Downloading of the Software, modified or otherwise, by the License Holder from any remote server or any other physical medium implies that they accept the terms and conditions of the Contract.

Article 4 – Intellectual property:

Article 4.1 – Rights granted:

Under the terms of this Contract, the Owners grant the following property rights to the License Holder:

- the right to freely study the Software;
- the right to use and reproduce the Software on any medium, including in particular any electronic or digital medium;
- the right to modify, correct, translate and adapt the Software and/or to add new functionality;
- the right to redistribute the Software. This includes the right to represent the Software on any medium, including in particular any electronic or digital medium;

The License Holder is expressly forbidden from redistributing the Software under any terms other than those stipulated in this Contract.

These rights are granted for the legal term of the protection of the intellectual property rights, as stipulated in the French intellectual property code, for the whole world, and for research and educational purposes only.

Article 4.2 – Commercial use of the Software:

Any uses, other than those expressly authorized in article 4.2 of this Contract, are forbidden.

This excludes any use of the Software for commercial purposes, including for example, the redistribution of the Software in return for a fee, the sale of services related to the Software or the internal use of the Software to obtain a commercial advantage.

However, the License Holders are free to propose this type of license for commercial purposes. In this case, the terms and conditions of such a license will be determined in a separate contract.

Article 4.3 – Contributions made by a License Holder:

As stated above, License Holders are entitled to make Contributions to the Software. However, the redistribution of one or more Contributions will be subject to the terms of this Contract.

Article 5 – Liability:

Provided that it can prove that the Licensor is in breach, the License Holder can demand compensation for any proven and direct prejudice that it suffers as a result of the Software.

The contractual liability of the Licensor is limited to its engagements made by applying the Contract and shall not be engaged as the result of:

- damages suffered if the License Holder fails, in part or in full, to honor its obligations under the terms of this Contract;
- direct damages resulting from the use or the performance of the Software.

Article 6 – Guarantee:

The Licensor declares that it is acting in good faith and, consequently, is entitled to grant all the rights to the Software stipulated in article 4.1 of this Contract.

As the Software has been developed within the context of academic research, it is supplied by the Licensor "as is" and without any express or tacit guarantee, and in particular without any guarantee of the security of the Software or its suitability to a particular use.

Moreover, the Licensor does not guarantee that the Software is free of errors, that it functions uninterruptedly, that it is compatible with the License Holder's hardware or that it meets the License Holder's specific needs.

Furthermore, the Licensor does not guarantee that the Software does not infringe any intellectual property rights of a third party to a patent, software or any other property rights.

Article 7 – Effect and term:

The Contract comes into effect on the date when it is accepted by the License Holder, as stipulated in 3.1.

The Contract remains in effect for the entire legal duration of the protection of the rights of ownership applying to the Software.

Article 9 – Applicable law and disputes:

This license is governed by French law.

The License Holder and the Licensor shall attempt to settle any disputes regarding the execution or the interpretation of this License amicably. If the dispute cannot be settled amicably, it will be referred to the French competent court.

Article 10 – Language:

This License exists in French and English. If the two versions contradict one another, then the version in French shall prevail.