



SOFTWARE LICENSE AGREEMENT

Notice

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

- firstly, compliance with the principles governing the distribution of Free Software: access to the Software (as defined below), broad rights granted to users,
- secondly, the election of a governing law, French law, with which it is conformant, both as regards the law of torts and intellectual property law, and the protection that it offers to both authors and holders of the economic rights over the Software.

Preamble

The purpose of this Software license agreement is to grant the Licensee the right to modify and use the Software for internal academic research purposes only.

The exercising of this right is conditional upon certain obligations for the Licensee.

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Article 1 - DEFINITIONS

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

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

Software: means the BapCod Software (APP number: IDDN.FR.001.440015.000.S.P.2017.000.20100) provided in a docker package format as presented during the 20th Conference on Integer Programming and Combinatorial Optimization – May 22-24, 2019, Ann Arbor, Michigan, USA, and, where applicable, its documentation, "as is" when the Licensee accepts the Agreement.

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



Owner: means Inria which is the holder of the economic rights over the Software.

Licensee: means the Software user(s) having accepted the Agreement. The Licensee must be:

- employed by a body governed by public law, which means any body:

(a) established for the specific purpose of meeting needs in the general interest, not having an industrial and/or commercial character in whole or in part; and

(b) having legal personality; and

(c) financed, for the most part, by the State, regional or local authorities, or other bodies governed by public law; or subject to management supervision by those bodies.

- or, a student not having a work contract with a body not responding to the definition above mentioned

Contribution: means any or all modifications, corrections, translations, adaptations and/or new functions integrated into the Software by the Licensee.

Two types of Contributions can be distinguished:

- An **Adaptation** is a derivative software incorporating a significant part of the Software possibly rewritten, corrected or transposed to another system, unable to allow access to new functions or performances.
- An **Extension** is a Software which is based on the Software but able to allow access to new functions or performances in comparison with the Software on which it is built.

Commercial Exploitation: means any direct or indirect commercial activities for the benefit of third parties, such as sales or rentals of materials and products, provision of services, grant of a license, conducted alone or in association with third parties.

Industrial Exploitation: means any process or method that improves a production process.

Copyright: means the intellectual property notices attached to the Software as follows: ... © Inria

Parties: mean both the Licensee and the Owner.

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

Article 2 - PURPOSE

The purpose of the Agreement is the grant by the Owner to the Licensee of a non-exclusive, non-transferable and worldwide license for the Software as set forth in Article [5](#) hereinafter



for the term provided for in Article 4.1 of the Agreement, for internal academic research purposes only.

Article 3 - ACCEPTANCE

The Licensee shall be deemed as having accepted the terms and conditions of this Agreement **upon the download of the image of the Software's docker by the Licensee.**

Article 4 - EFFECTIVE DATE AND TERM

4.1 EFFECTIVE DATE

The Agreement shall become effective upon the download of the image of the Software's docker by the Licensee as set forth in Article [3](#).

4.2 TERM

The Agreement shall remain in force for a period of two (2) years.

After the expiration of the Agreement, the Licensee is no longer authorized to use the Software.

Article 5 - SCOPE OF RIGHTS GRANTED

The Owner hereby grants to the Licensee, who accepts, the following rights over the Software **for internal academic research use only**, and for the term of the Agreement, on the basis of the terms and conditions set forth hereinafter.

5.1 RIGHT OF USE

The Licensee is authorized to use the Software, for internal academic research purposes only, without any Industrial or Commercial Exploitation, direct or indirect, with it being hereinafter specified that this comprises:

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- the publication has to mention the Copyright of the Software;
- the publication has to mention the following publication :

Pessoa, A., Sadykov, R., Uchoa, E., Vanderbeck, F.: A generic exact solver for vehicle routing and related problems. In: A. Lodi, V. Nagarajan (eds.) *Integer Programming and Combinatorial Optimization*, vol. 11480, pp. 354–369. Springer International Publishing, Cham (2019).

5.4 NO RIGHT OF DISTRIBUTION

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Article 6 - INTELLECTUAL PROPERTY

6.1 OVER THE SOFTWARE

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The Owner undertakes that the Software will remain ruled at least by this Agreement, for the duration set forth in Article [4.2](#).

6.2 OVER THE CONTRIBUTIONS

The Owner remains the sole owner of the intellectual property rights over an Adaptation developed by the Licensee.

The Licensee who develops an Extension is the owner of the intellectual property rights over this Extension as defined by applicable law, subject to Owner's rights as mentioned above.



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Article 7 - RELATED SERVICES

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

However, the Owner can offer this type of services. The terms and conditions of such technical assistance, and/or such maintenance, shall be set forth in a separate instrument.

7.2 Under no circumstances shall the Agreement grant (i) the right for the Licensee to redistribute the Software and the Modified Software, and (ii) the right for the Licensee to use the Software for commercial or non-academic purposes. However, the Owner can grant such rights subject to the signature of a separate agreement including specific terms and conditions.

Article 8 - LIABILITY

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

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



Article 9 - WARRANTY

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

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

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

9.3 The Licensee acknowledges that the Software is supplied "as is" by the Owner without any other express or tacit warranty, other than that provided for in Article [9.2](#) and, in particular, its secured, safe, innovative or relevant nature.

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

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Such technical and legal expertise shall be decided on a case-by-case basis between the Owner and the Licensee pursuant to a memorandum of understanding. The Owner disclaims any and all liability as regards the Licensee's use of the name of the Software. No warranty is given as regards the existence of prior rights over the name of the Software or as regards the existence of a trademark.

Article 10 – Confidentiality

The Licensee explicitly acknowledges that the Software contains confidential information and undertakes to receive and conserve them as confidential information. The source code of the Software is, among other information, a confidential information.

The Licensee undertakes to treat as confidential all confidential information of any kind, communicated by the Owner or coming to his knowledge in relation with the execution of the Agreement.

Without the express authorization of the Owner, the Licensee is not allowed to make the Software and its documentation available for third parties.



The provisions of this article shall remain in force for the term of the Agreement and for ten (10) years following its expiry except for the source code of the Software for which the obligation of confidentiality continues as long as the source code has not entered the public domain.

Article 11 - TERMINATION

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

11.2 A Licensee whose Agreement is terminated shall no longer be authorized to use or modify the Software.

Article 12 - MISCELLANEOUS

12.1 EXCUSABLE EVENTS

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

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

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

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

12.5 LANGUAGE

The Agreement is drafted in English.



Article 13 - GOVERNING LAW AND JURISDICTION

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

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