

深圳华大生命科学研究院通用开源许可协议

BGI-Research Shenzhen General Open-source License Agreement

版本 Version	生效日期 Effective Date	描述 Description
1.0	2023.02.20	初始版本 initial version

这是深圳华大生命科学研究院（以下简称“许可方”）和被许可方之间的协议，被许可方指被许可在本协议规定的条件下使用由许可方研发的开源软件的组织或个人。

This is an agreement between BGI-Research Shenzhen (hereinafter referred to as “LICENSOR”) and LICENSEE, an organization or individual who are being licensed to use Open-source Software produced by LICENSOR, under the conditions specified herein.

“开源软件”指【由许可方提供的包含源代码的软件】，以下简称“软件”。

“Open-source Software” means [software containing source code(s) provided by LICENSOR], hereinafter referred to as “Software”.

本协议项下的权利和义务的授予和接受是非排他及免费的。如果被许可方违反本协议的条款，将自动终止被许可方在本许可下的权利，许可方保留包括但不限于收取费用、限制或禁止被许可方使用以及寻求其他补救措施的权利。

Rights and obligations under this Agreement are granted non-exclusive and accepted at no charge. If LICENSEE violate the terms of this Agreement, LICENSEE’s rights under this Agreement will terminated automatically and LICENSOR reserves the right, without limitation, to charge fees, restrict or prohibit from using and seek other remedies.

被许可方可以下载，安装和使用本软件。

LICENSEE can download, install and use this Software.

被许可方出于备份目的可以制作本软件副本。

LICENSEE may make copies of this Software for backup purposes.

被许可方可以修改软件包括但不限于在本软件中重构、扩展、以及新增接口，并进行发布。被许可方禁止歪曲本软件的来源，且应对本软件修改后的版本与原版的差异进行的标注。被许可方修改后的版本应被标记为已更改且公开更改方信息，且相关责任完全由被许可方承担。

LICENSEE may modify this Software including but not limited to reconstructing, extending, or adding interfaces in this Software, and make a new release. LICENSEE is prohibited from the misrepresentation of the origin of this Software and shall mark the difference between the modified version of LICENSEE and the original version of this Software. The modified version of LICENSEE shall be marked as modified version and shall disclose LICENSEE’s information, and the relevant responsibilities shall be fully borne by LICENSEE.

被许可方可以在其研发的软件中包含该软件并进行发布，包含的方式包括但不限于使用该软件的接口或者基于该软件进行组合或链接而产生的新软件。基于本软件的商业化须获得许可方的额外许可，商业化许可需要另行向许可方申请。许可方有权授权委托第三方协同施行商业化许可的授权。在未取得许可方附加同意的情况下，被许可方禁止出于宣传目的使用许可方的名称、商标以及软件作者的所有个人信息。

LICENSEE may contain this Software in LICENSEE’s developed software, and make a new release. The containing methods include but are not limited to calling, combining and linking this Software. Commercialization based on this Software requires additional permission from LICENSOR, and the commercialization license needs to apply to LICENSOR separately. LICENSOR has the right to authorize a third party to implement the authorization of commercialization license. Without the additional consent from LICENSOR, LICENSEE is prohibited from using the name, trademark and any software author information of LICENSOR for publicity purposes.

被许可方包含本软件的产品需公开源代码。许可方有权无偿将这些新增源代码纳入新版本的软件中，对新版本软件中新增源代码对应的被许可方不享有商业化许可的权利。仅针对私有数据以及与私有数据相关的仿真代码，被许可方有权对相关部分不开源，但需披露相关文件为私有属性。本协议中涉及的私有数据是指由个人、单个法人自己生产的数据。这些数据由生产者自己保管、供内部使用、不对外公开、不涉及第三方利益。

LICENSEE's production containing this Software should be open-sourced. LICENSOR has the right to include additional source codes produced by LICENSEE in the new version of this Software. LICENSEE corresponding to additional source codes in the new version of this Software does not have the right to commercialize the license. For private data and simulation code related to private data only, LICENSEE has the right not to let relevant parts go public, but needs to disclose that relevant files are private. The private data involved in this Agreement refers to the data produced by individuals or individual legal persons. These data are kept by the producers themselves, for internal use, not disclosed to the public, and do not involve the interests of third parties.

在适用法律允许的最大范围内，许可方否认所有默示保证，包括对所有权、适销性、不侵权或适用于特定目的的任何默示保证。许可方的任何代理人均无权做出任何其他保证或修改本有限保证。

To the maximum extent permitted by applicable law, LICENSOR disclaims all implied warranties including any implied warranties of title, merchantability, noninfringement, or of fitness for a particular purpose. No agent of LICENSOR is authorized to make any other warranties or to modify this limited warranty.

在适用法律允许的最大范围内，许可方不为被许可方承担与本许可协议或被许可方使用本软件有关或由此引起的任何损害，包括补偿性、特殊性、附带性、惩戒性、惩罚性或后果性损害。

To the maximum extent permitted by applicable law, LICENSOR is not liable to LICENSEE for any damages, including compensatory, special, incidental, exemplary, punitive, or consequential damages, connected with or resulting from this LICENSE agreement or LICENSEE's use of this Software.

本软件不存在任何的保证，本软件质量与性能的一切风险均应由被许可方自行承担。如果本软件被证明有缺陷，被许可方应自行承担所有必要的维护、修理或修正费用。

There is no warranty for this Software, and all risks of the quality and performance of this Software shall be borne by LICENSEE. If the software is proven to be defective, LICENSEE shall bear all necessary maintenance, repair or correction costs.

在任何情况下，除非所适用的法律要求或经许可方书面同意，否则许可方不会对被许可方在使用过程中发生的任何损失承担任何形式的责任，包括任何因使用或无法使用本软件而产生的一般的、特殊的、附带或间接损害赔偿（包括但不限于数据丢失、数据篡改、被许可方或第三方遭受的损失或者程序无法与其他任何程序共同运行），即使该许可方已被告知此类损害的可能性。

In all cases, unless required by applicable laws or with the written consent of LICENSOR, LICENSOR will not be liable for any loss incurred by LICENSEE in the course of use, including any general, special, incidental or indirect damages (including but not limited to data loss, data tampering, loss suffered by LICENSEE or a third party, or failure of this Software to work with any other software) arising from the use or inability to use the Software, even if LICENSOR has been informed of the possibility of such damages.

被许可方不得对根据本协议所授予或肯定的权利的实行施以任何进一步限制。被许可方不得因他人行使本许可下授予的权利而收取许可费、版税或其他费用。

LICENSEE shall not impose any further restrictions on the exercise of the rights granted or affirmed under this Agreement. LICENSEE shall not charge license fees, royalties or other fees for others to exercise the rights granted under this Agreement.

本许可协议是许可方和被许可方之间关于本软件的完整协议，自被许可方下载、安装和使用本软件开始自动生效，除非被许可方停止使用本软件或与许可方签署额外合同。本许可协议替换和取代许可方和被许可方之间关于本软件的所有先前谈判、交易和协议。

This Agreement is the entire agreement between LICENSOR and LICENSEE regarding this Software. This Agreement will take

effect automatically from LICENSEE's downloading, installing and using of this Software, unless LICENSEE stops using this Software or signs an additional contract with LICENSOR. This Agreement replaces and supersedes all prior negotiations, dealings, and agreements between LICENSOR and LICENSEE regarding this Software.

被许可人知悉并同意许可人有权在必要时修改、补充本协议条款，且不再额外进行通知，最新版本的协议将取代所有旧有版本。除非另有明确规定，否则许可人生产的所有开源软件包均适用本协议的最新版本。最新版本的协议可在许可人的官方网站下载查阅。

LICENSEE acknowledge and agree that LICENSOR has the right to modify and supplement the terms of this Agreement without prior notice to LICENSEE when necessary. The latest version of this Agreement will replace all the prior versions. Unless otherwise specified, all Software shall be subject to the latest version of this Agreement. The latest version of this Agreement can be downloaded at the official website of LICENSOR.

本协议以中英文双语表述，中英文版本具有同等法律效力。如果中英文版本存在任何不一致，以中文版为准。

This Agreement is written in both Chinese and English, and the Chinese version and English version shall have the same legal effect. In the case of divergence between the Chinese and English versions, the Chinese version shall prevail.