Virtual World License: Open Source, Non-commercial

On the following pages, you'll find:

- An Introduction to the Virtual World License
- Plain Language Summary
- The License
- Super Short License Statement

The "Super Short License Statement" is found at the end of this document, just after the License, and can be used in the header of scripts.

If you haven't yet read the background and supporting information on the License, you'll want to do that first. You'll find that information here: License Background & Examples

If you are providing people with the License (or a link to it), you'll want to give them the "User's License." (The "User's License" is specifically oriented to users of your Work and it leaves out the following introductory material and other commentary.)

- A PDF of the User's License is here: User's License (PDF)
- A text version, useful for virtual world notecards is here: User's License (Text)

Introduction to the License Document

Two Parts to the License Document.   There are two parts to the License document. The first part is the Plain Language summary. The second part is the License itself.

Be sure to distribute both parts as one document. The Plain Language summary is necessary because it includes the Copyright Statement, a credit to you, and a link to the source files. It also helps simplify the License for the user – and tells them in simple terms the requirements of the License without having them parse the legal language of the License proper.

Making Changes in the License's Language. You can make changes in the License. If you do, however, it's important that you indicate that the standard language of the License has been changed and where it was changed. Do that in two places:

1. Include it in the **title** of the License. *(Be sure to make the title change in the User's License – see links above.)* Here's how it should look:

<div align="center">

Virtual World License: Open Source, Non-commercial
(Includes Changes to Language. See "Plain Language Summary" for Details)

</div>

2. Summarize changes in the "Plain Language Summary."   Place this information just above the section: "What is Permissible Under the License." Create a new sub-heading

and name it: "Changes to the License." You'll want to describe the change and how the change differs from the standard language. Here's an example of how it might look and read:

> **Changes to the License.** The standard language of this License has been altered in the following way.
>
> Section 2(b)(2) has been changed so this Work may be used to transfer Subsidiary Creations to works which are of either Commercial or Non-commercial nature. In the standard language of the License, you can only transfer Subsidiary Creations to a work of a Non-commercial nature only.

In addition to the License, if you made changes, you may or may not need to alter some of the wording in the Plain Language Summary (under the headings of what is permissible or not permissible). Be sure to check the Plain Language Summary after making any changes.

Why place such an emphasis on this? Most users aren't going to compare one copy of the License to the next when it is included with different products. If there is no indication of a change, they'll assume everything is the same. That's why you need to warn your users, top-and-center, in the title of the License. If you don't make it obvious right off the bat, they'll never get down to the Plain Language Summary where the change is explained.

One last thing. If you are using the "Super Short License Summary" and you've made language changes, make sure that the License link found there goes to your changed version (and not to the standard version).

Creating an In-world Notecard. When a license is reproduced in-world, it is typically done on a notecard. To make that easier for you, a text-based form of the user's license which can be dropped into a notecard is found here: User's License (Text).

You'll need to give the notecard a file name. It's advantageous to use a file name which combines the title of the License along with the item's name. That way when you look through your inventory, you'll be able to tell which License document belongs to which product. Moreover, when your item is distributed in a package with other products, users can readily make the connection between the item and its License.

"Virtual World License: Open Source, Non-commercial" takes up 50 characters. That leaves only a few characters to include the name of an item. (Second Life has a limit is 63 characters for the filename in the inventory.) You may wish to abbreviate the name using a format similar to the following:

> Virtual World License_OS_NC – Photography Studio

Since the abbreviation "Virtual World License_OS_NC" is found at the top of the User's License (just under the License's full name), it should be familiar and not cause any confusion on the part of the user.

Avoiding a License Pitfall. You'll notice that the License document begins with the copyright information, and just after, you enter a few pieces of information (indicated by the bracketed italics). In essence you are customizing the License, and by doing so, you provide a solid connection between the copyright, your Work and the License. It solves what is a perennial problem with many licenses.

That problem occurs when copyright owners include the text of a license which they have copied from the organization which supplies the license. That's important, of course. But the license is almost always generic in nature. It is not customized in any way. It includes no information about the name of the work or who, if anyone, has copyrighted it. Users of the work never end up seeing the most important part of the license package: the Copyright Statement. By including a few customized bits of information at the start of the license you build a stronger license and avoid these problems.

A Reminder. When you are ready to add the License to your Work, remember to do the following:

> 1. In the Copyright Statement of the Plain Language Summary, below, look for bracketed italics and insert the information required. These include: (a) your name and year, (b) the name or description of the Work (which might include several parts if the Work includes scripts, animations, mesh parts and/or textures), (c) location of the source files; and, (d) a list of Subsidiary Creations (or indicate "None").

>> *Note that including the name(s) of the Work in the Copyright Statement is very important, particularly if someone distributes your Work in a package with other items. Without naming your Work, it may be unclear to users how your Work is licensed. This is a common problem with other types of licenses but is easily resolved by naming or describing the Work.*

> 2. The License is adaptable whether you have Subsidiary Creations or not. If they are not relevant to your project, just enter "None" where indicated. This is the only place you have to worry about Subsidiary Creations. The License uses the Copyright Statement for the definitive word on Subsidiary Creations. If "none" is indicated, then the portion of the License which deals with Subsidiary Creations (Section 2b) is not applicable.

> The reason that Subsidiary Creations (and other information) is placed in the Copyright Statement is for convenience on your part. Any text you need to insert is all located in one location. If you had to enter text here and there in different parts

of the License, it could get cumbersome and you might end up leaving something out. No matter what you use the License for, you'll always need enter your name and year for copyright purposes. Since you need to enter that information anyway, it's a simple matter to add any additional text just below it.

> *If you do not have Subsidiary Creations involved with your project, and if you would like to simplify the License, you can remove all references to Subsidiary Creations. Here are the places where it can be removed: (a) Plain Language Summary, (b) Super Short License Statement, and (c) License, specifically Section 1d (definition of Subsidiary Creations) and Section 2b (Subsidiary Commercial Use).*

A Word About the Pronoun "You." The material above this point, has been written from the perspective of "you" as the original creator, original owner of the Work. The material below, however, is written from the perspective of *the user* of your product. Since the user will be reading the License and will need to follow its terms, the text is directed to them personally.

It's really important to clarify this because you'll find that supplemental information found with some licenses will mix up the pronoun "you." In some cases they are referring to the originator and in other cases they may be referring to the user. It can be confusing to decipher just who they are talking about.

So . . . just to be clear, "you" in any descriptive information *above this point* is referring to the original owner of the work. Any use of "you" *below this point* refers to the user.

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Plain Language Summary

The following is a plain language summary of the License. For details, see the actual License which follows this summary. Note the word "Work" below means the item(s) which is licensed. It might be a script, a mesh item, an animation, etc. Or might be a combination of items.

Sharing This Work

If you give this Work to another person – or you include this Work in a package which you plan to share or distribute – you need to include the following three informational pieces:

1. Include the following Copyright Statement:

Copyright *[Year]* by *[Name of Copyright Holder is inserted here.] [A link to the Copyright Holder's website, blog, etc. may also be inserted.]*

For: *[Insert Name(s) of the Work being copyrighted]*

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Open Source. This is an open source Work. The source files are found at: *[Insert location of source files]*

Subsidiary Creations (see below more information): *[Insert list of Subsidiary Creations – or insert the word "None" if there are none.]*

2. Include a copy of this "Plain Language Summary" and copy of the actual License (found below).

3. Indicate if you have modified the Work and where you modified it. (Your help and generosity is appreciated! If you made a modification and are sharing it, be sure to include your name so you can be properly credited.) Additionally, if you have modified it, include either a "Modify, Transfer" version of the Work in your distribution package or provide a link to the modified source files. The Work must be reproducible from the source files and clear instructions on how to do so should be provided.

[If changes have been made to the License language, those changes will be indicated here]

What is Permissible Under the License

- Sharing or Distributing Free (No Cost) Packages which Include the Licensed Work
  You can share or distribute this Work as long as you do not charge for. If you include it in a package along with other items, everything else in the package must be free of cost as well. Any distribution of this Work must include the three informational pieces described above under "Sharing this Work."

- Personal Projects.
  If you are using this Work for your own private use, you can make changes to it and use it in any manner you desire. (If you, however, give it to someone else – or share it in some way – then you need to include the three informational pieces described above under "Sharing this Work.")

- Selling "Subsidiary Creations"

Your License may include "Subsidiary Creations." If it does, you'll find those listed in the Copyright Statement, above. These items, if included above, are exempted from the terms of the License. In other words, you can sell Subsidiary Creations. You do not have to make them open source, nor follow the other terms of the License. This applies only to Subsidiary Creations and not to the Work itself.

While it may seem that having the right to sell Subsidiary Creations is a non-brainer, some licenses are vague on whether this possible – and may even require you to reveal your source files to the public if your creation uses or interacts with the Licensed Work in some way. Subsidiary Creations were specifically included in the Virtual World License to let you know that your creations are welcomed and they remain your property.

- Using the Work to Transfer "Subsidiary Creations"

    The Work covered by this License may be used to transfer Subsidiary Creations. (If the Work isn't used for that purpose, you don't have to worry about it.) The best way to describe this is to use an example. Let's say that the Work covered by this License is a Skin Applier. Let's also say that you see "skins" listed as a Subsidiary Creation in Copyright Statement. In that case, this License allows you to package your own skins with the Applier and transfer them to a mesh avatar, as long as the following are meet:

    1) The Applier must be used to transfer the skins to a *non-commercial* avatar only. You cannot use it to transfer skins to commercially sold avatar.

    2) Since you are distributing the Applier along with the skins, you must include the three informational pieces described above under "Sharing this Work."

    3) The Applier, itself cannot be sold, but you are under no other restrictions as far as the skins are concerned. You can sell the skins. You can package the Applier and skins together, and you can use whatever permissions are appropriate, i.e. "No Modify" or "No Modify/No Transfer," etc.

What is NOT Permissible Under the License

- Selling the Licensed Work

    You cannot sell the Licensed Work. If your License includes Subsidiary Creations, you can sell these, but you cannot sell the Work or any modification of it

- Using the Work to Transfer Subsidiary Creations to *Commercial* Products

    As described above, some works covered this License may be used to transfer Subsidiary Creations. An example is an Applier which might be used to transfer skins from you to a customer. The customer then applies the skins to a mesh

avatar. The License requires that you can only use the Work to transfer skins to a *non-commercial* avatar. It cannot be used for a commercially sold avatar.

- Non-commercial Distribution of the Licensed Work Without Including the License

    The License allows you to give away the Work as long as it is not included in a commercial package. If you distribute it, you must include the License which is one of the three informational pieces listed above under "Sharing This Work." You cannot distribute it if you do not include these items.

- Including the Licensed Work in a Commercial Package

    The Work cannot be included in a package or with packages in which one or more items are being sold. It can only be packaged with other non-commercial items.

- Sharing or Distributing Work as No-Modify (Without Instructions)

    When you share or distribute the Work, it must be done in a way that people can reproduce the Work. The best way to do that is to distribute the Work using "Modify" permissions. The only situation in which you can distribute it as "No Modify" is if you provide instructions on how to reproduce the Work from the source files. The instructions should be clear and unambiguous so that the average virtual world user can successfully reproduce. (Remember, also, to include the three informational pieces described above under "Sharing this Work.")

And now, the legal language . . .

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To the extent this License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Work available under these terms and conditions.

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a. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright.
b. **Copyright Statement** means the Copyright Notice (consisting of the symbol ©, or the word "Copyright", or the abbreviation "Copr.", the owner's name and year) and explanatory information accompanying the Copyright Notice regarding this License.
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e. **Subsidiary Creations** means computer code or artistic, literary or other types of creative work which are not integral to the Licensed Work but which may use or interact with the Licensed Work. If these items are not listed here or in the Copyright Statement, You can assume there are none.

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h. **Non-commercial** means activity not primarily intended for or directed towards commercial advantage or monetary compensation. For purposes of this License, the exchange of the Licensed Work for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is Non-commercial provided there is no payment of monetary compensation in connection with the exchange.

i. **Commercial** means intended for or directed towards commercial advantage or monetary compensation.

j. **Share** means to provide the Licensed Work to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, copying, distribution, dissemination, communication, or importation, and to make the Work available to the public (with or without modification) including ways in which members of the public may access and reproduce the Licensed Work. Share does not include personal use, modifying a private copy or interaction with a user through a computer network or through a virtual world browser, in which copies of the Work are not transferred.

k. **Modified Work** means Work subject to Copyright and Similar Rights that is derived from or based upon the Licensed Work in which the Work is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor.

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m. **Computer Code or Scripts** are instructions written by a programmer in a programming language. In a Virtual World context, Computer Code is often referred to as Scripts. Within this License, Computer Code and Scripts mean the same thing.

n. **Source Files** are the original files from which the Work or modifications of the Work have been derived. These may consist of text, document, graphic, image, web, 3d, database or spreadsheet files. Source files also consist of the original series of instructions written by a programmer in the form of Computer Code or Script before it is compiled into a different form.

o. **Virtual World** means a computer-based online environment in which users create and use an Avatar to explore a simulated world, participate in its activities and communicate with others.

p. **Avatar** means a representation of a person or entity in the virtual world.

q. **Open Source** has a narrow and specific definition under this License. It means that Source Files or modifications of Source Files are publicity accessible and may be used, changed, and shared (in modified or unmodified form).

r. **You** means the individual or entity exercising the Licensed Rights under this License. **Your** has a corresponding meaning.

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(End of License)

Super Short License Statement

Introduction. Even well intentioned users of your Work may forget to include the License when passing it on to others. Additionally, it is often difficult to include the full text version of a License with scripts.

To help avoid these problems, the following Copyright Statement has been prepared. This statement should always be included in the header of any script – and/or included in other readable materials which might accompany your Work where space is limited.

Unless it is unrealistic, of course, you should include the full licensed document (Plain Language and License) with your Work. But by including both, the License and the following statement, you increase your chances that users will understand your intentions in regard to the Work.

The Copyright Statement, below, includes the important copyright information, a link to the full license text and a brief statement about the License. Before using it, remember to insert the appropriate information where indicated.

One last alternation you may need to make. The link, below, goes to the License's standard language version. If you've made changes to the License's language, then you'll need to make sure that you replace it with a link goes to your altered version of the License.

Just a quick reminder about the pronoun "you." This introduction to the Super Short License Statement has been written from the perspective of "you" as the original creator or owner of the Work. The Statement, below, is written from the perspective of *the user* of your product.

Script Ready Version. A script ready version of the statement is also available. It has been parsed into separate commented lines and can be plugged in at the top of your code: Script Ready Version.

Copyright *[Year]* by *[Name of Copyright Holder is Inserted Here]*

For: *[Insert Name(s) of Item being copyrighted]*

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This is an open source Work. The source files are found at: *[Insert location of source files]*

Subsidiary Creations (see License for more information): *[Insert list of Subsidiary Creations – or insert the word "None" if there are none.]*

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