

OPEN SOURCE LICENSE

Terms and Conditions for Use, Reproduction and Distribution

1. Definitions:

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or an legally recognised entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including (unless specifically excluded by words or conduct) but not limited to communication on electronic mailing lists, source code control systems, etc., as are applicable that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work.

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work and for purposes of this License. For the purposes of this document, it is TekMonks Corp and/or any entities owned, or affiliated with or associated with and/or controlled by TekMonks.

"Copyright" means the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing.

"Covered Software" means and includes any Source Code Form or Object Code Form to which the initial contributor has attached the Executable Form of such Source Code Form and/or Object Code Form, and modifications of such Source Code form, in each case including portions thereof.

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent an original work of authorship. For the purposes of this License,

Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Distribute" means providing a copy of the Program or making it accessible or transferring to anyone else, or in the case of a company or organization, to others outside of your company or organization in any form, by any means electronic, by hand, physical or or any other form as applicable etc.

"License" shall mean the terms and conditions for use, reproduction, and distribution or re-distribution or transfer by any means as defined in this document.

"Modification(s)" shall mean and include all upgrades, updates, fixes, changes to ensure compliance with the terms of license or applicable laws, regulations, and/or global or industry standards and other modifications to the Software/related applications including but not limited to

- (a) Any file in the source code resulting in addition to, or deletion from or modifications of the contents of the documentation of the software; or
- (b) Any new file in the source code that contains any new software

"Licensor" shall mean the copyright owner or entity authority by the copyright owner that is granting the license to use. In the present scenario it shall be TekMonks Corp or any other individual or entity associated with or affiliated to or owned by, and/or controlled by TekMonks .

"Recipient" means anyone (individual or legal entity) who does the acts as described in clause 2 of the License. The same shall not be construed to include the commercial clients or any individual directly or indirectly.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation, and conversions/configurations files.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License as indicated by a copyright notice that is included in or attached to the work It also includes copyrightable work or otherwise under this license.

"You" (or "Your") shall mean an individual or Legal entity exercising permissions granted by this License. Any party, individual or entity either directly or indirectly associated with the client or anyone using the software for commercial purposes or having a commercial relationship with TekMonks.

"Client" shall mean any individual or Legal entity involved in any commercial or contractual relationship with the licensor, directly or indirectly.

2. Grant of License.

- a) Subject to other terms of this License, each contributor is granted with following rights in respect of the Work and grants to You perpetual, worldwide, non-exclusive, no-charge, royalty free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form. However, the Contributor may not modify this License in any Derivative Works.
- b) You may be allowed to modify, use, reproduce, and/or distribute the copies of Work(s) or Derivative Works(s) thereof in any medium with or without modifications and in Source or Object Form, provided that the condition stated hereunder are satisfied:
 - i) You must give other recipients of the Work or Derivative Works a copy of this License and the use of this License shall be subject to the License terms;
 - ii) You must retain and duly acknowledge, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works;
 - iii) All non-commercial users using the Work(s) for non-commercial purposes can use and/or modify it as desired, however, must acknowledge and give due credit to the copyrighted License. In the event of reproduction or redistribution, it should be under the terms of this License.
- c) The License explicitly affirm your unlimited permissions to run the unmodified programme subject to other clauses in this License. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by appropriate and applicable law.
- d) You may make, run, and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this license in conveying all materials for which you do not control copyright. Thus, those making or running the covered works for you must do so exclusively on your behalf or under your direction and control on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you without restriction, including without limitation the rights to copy, create derivative works of, display, perform, and distribute the Software and make, use, the Software and the Larger Work(s), and to sublicense the foregoing rights on either these or other terms
- e) All rights granted under this License are granted for the term of copyright on the Software and are irrevocable provided the stated conditions are met.

3. **Exclusions:**

The following are excluded from the use, modification, re-production, distribution of the Copies of the Work (s), or Derivative Work(s) thereof, in any medium with or without modification;

- a) You are a client of the Licensor or either directly or indirectly related to any client of the Licensor or anyone commercially associated in anyway or availing services of Licensor in the broadest interpretation of this clause.
- b) Any client or anyone (either through the Client or otherwise) is using the Program for commercial purposes or is the client of the licensor (directly or indirectly) cannot use the Program, modify, transfer, share access, distribute, re-distribute or convey it without any costs.
- c) Any commercial or non-commercial cloud providers or internet hosted software service providers cannot use, modify, distribute, re-distribute or reproduce it and exclusively not granted any rights under this License.
- d) This License does not allow AI or any other data-based artificial intelligence companies to use our data or source code or documents for any purposes.
- e) Any government entities or government related entities or any government subsidiary fully owned or controlled by the government or any subsidiary of the govt. thereof;

The aforementioned parties are excluded from the terms as mentioned in Clause 2 hereinabove and can avail the services of the Work(s) or Derivative Work (s) subject to a fee as applicable.

This clause shall be applicable to all individuals or entities (whether commercially associated with Licensor or becomes associated in future), or through with any as mentioned hereinabove in future or is a subsidiary or affiliated of any of the above.

4. **Effective Date**

The licenses granted under section 2 with respect to any contribution become effective for each contribution on the date the contributor first distributes the contribution.

5. **Representation**

Each Contributor represents that the Contributor believes its Contributions are its original creation(s) or it has sufficient rights to grant the rights to its Contributions conveyed by this License.

6. **Fair Use**

This License is not intended to limit any rights You have under applicable copyright doctrines of fair use, fair dealing, or other equivalents.

7. DISCLAIMER OF WARRANTY

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

8. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Notices

You may not remove or alter the substance of any license notices (including copyright notices, patent notices, disclaimers of warranty, or limitations of liability) contained within the Source Code Form of the Covered Software, except that You may alter any license notices to the extent required to remedy known factual inaccuracies.

10. Termination

- a) The rights granted under this License will terminate automatically if You fail to comply with any of its terms. However, if You become compliant, then the rights granted under this License from a particular Contributor are reinstated (a) provisionally, unless and until such Contributor explicitly and finally terminates Your grants, and (b) on an ongoing basis, if such Contributor fails to notify

You of the non-compliance by some reasonable means prior to 60 days after You have come back into compliance. Moreover, Your grants from a particular Contributor are reinstated on an ongoing basis if such Contributor notifies You of the non-compliance by some reasonable means, this is the first time You have received notice of non-compliance with this License from such Contributor, and You become compliant prior to 30 days after Your receipt of the notice

- b) If You initiate litigation against any entity by asserting a patent infringement claim (excluding declaratory judgment actions, counter-claims, and cross-claims) alleging that a Contributor Version directly or indirectly infringes any patent, then the rights granted to You by any and all Contributors for the Covered Software under Section 2 of this License shall terminate.
- c) In the event of termination under Clause 10 (a) or (b) above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or Your distributors under this License prior to termination shall survive termination.

11. Submission of Contributions.

Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

12. Trademarks.

This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in 9. Accepting Warranty or Additional Liability.

While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

13. Effect of New Versions

You may distribute the Covered Software under the terms of the version of the License under which You originally received the Covered Software, or under the terms of any subsequent version published by the license steward.

14. Modified Versions

If you create software governed by this License, and you want to create a new license for such software, you may create and use a modified version of this License if you rename the license and remove any references to the name of the license steward (except to note that such modified license differs from this License).

15. Additional Terms

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission. However, You may not modify this License in such Covered Work or Derivative Work.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- Disclaiming warranty or limiting liability differently from the terms of sections 5 and 6 of this License; or
- Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- Limiting the use for publicity purposes of names of licensors or authors of the material; or
- Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

END OF LICENSE



Tekmonks