# **Adaptive Public License 1.0**

Further resources on the **Adaptive Public License 1.0**

The following are other community resources that may be helpful:

https://www.mail-archive.com/license-discuss@opensource.org/msg07435.html

[GNU License List](http://www.gnu.org/licenses/license-list.en.html)

[Wikipedia License List](https://en.wikipedia.org/wiki/Comparison_of_free_and_open-source_software_licenses)

[OSSWatch License Diff](http://oss-watch.ac.uk/apps/licdiff/)

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Version 1.0

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**10.7.** Each of the terms "including", "include" and "includes", when used in this License, is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto.

**10.8.** The parties hereto acknowledge they have expressly required that this License and notices relating thereto be drafted in the English language.

//\*\*\*THE LICENSE TERMS END HERE (OTHER THAN AS SET OUT IN EXHIBIT A).\*\*\*//

EXHIBIT A (to the Adaptive Public License)

PART 1: INITIAL CONTRIBUTOR AND DESIGNATED WEB SITE

|  |  |
| --- | --- |
| The Initial Contributor is: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | [Enter full name of Initial Contributor] |

|  |  |
| --- | --- |
| Address of Initial Contributor: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | [Enter address above] |

|  |  |
| --- | --- |
| The Designated Web Site is: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | [Enter URL for Designated Web Site of Initial Contributor] |

NOTE: The Initial Contributor is to complete this Part 1, along with Parts 2, 3, and 5, and, if applicable, Parts 4 and 6.

PART 2: INITIAL WORK

The Initial Work comprises the computer program(s) distributed by the Initial Contributor having the following title(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The date on which the Initial Work was first available under this License: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PART 3: GOVERNING JURISDICTION

For the purposes of this License, the Governing Jurisdiction is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**[Initial Contributor to Enter Governing Jurisdiction here]**

PART 4: THIRD PARTIES

For the purposes of this License, "Third Party" has the definition set forth below in the ONE paragraph selected by the Initial Contributor from paragraphs A, B, C, D and E when the Initial Work is distributed or otherwise made available by the Initial Contributor. To select one of the following paragraphs, the Initial Contributor must place an "X" or "x" in the selection box alongside the one respective paragraph selected.

|  |  |
| --- | --- |
| **SELECTION** |  |
| **BOX** | **PARAGRAPH** |
| [ ] | **A.** "**THIRD PARTY**" means any third party. |
|  |  |
| [ ] | **B.** "**THIRD PARTY**" means any third party except forany of the following: (a) a wholly owned subsidiary of the Subsequent Contributor in question; (b) a legal entity (the "**PARENT**") that wholly owns the Subsequent Contributor in question; or (c) a wholly owned subsidiary of the wholly owned subsidiary in (a) or of the Parent in (b). |
|  |  |
| [ ] | **C.** "**THIRD PARTY**" means any third party except forany of the following: (a) any Person directly or indirectly owning a majority of the voting interest in the Subsequent Contributor or (b) any Person in which the Subsequent Contributor directly or indirectly owns a majority voting interest. |
|  |  |
| [ ] | **D.** "**THIRD PARTY**" means any third party except forany Person directly or indirectly controlled by the Subsequent Contributor. For purposes of this definition, "control" shall mean the power to direct or cause the direction of, the management and policies of such Person whether through the ownership of voting interests, by contract, or otherwise. |
|  |  |
| [ ] | **E.** "**THIRD PARTY**" means any third party except forany Person directly or indirectly controlling, controlled by, or under common control with the Subsequent Contributor. For purposes of this definition, "control" shall mean the power to direct or cause the direction of, the management and policies of such Person whether through the ownership of voting interests, by contract, or otherwise. |

The default definition of "THIRD PARTY" is the definition set forth in paragraph A, if NONE OR MORE THAN ONE of paragraphs A, B, C, D or E in this Part 4 are selected by the Initial Contributor.

PART 5: NOTICE

THE LICENSED WORK IS PROVIDED UNDER THE TERMS OF THE ADAPTIVE PUBLIC LICENSE ("LICENSE") AS FIRST COMPLETED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Insert the name of the Initial Contributor here]**. ANY USE, PUBLIC DISPLAY, PUBLIC PERFORMANCE, REPRODUCTION OR DISTRIBUTION OF, OR PREPARATION OF DERIVATIVE WORKS BASED ON, THE LICENSED WORK CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS LICENSE AND ITS TERMS, WHETHER OR NOT SUCH RECIPIENT READS THE TERMS OF THE LICENSE. "LICENSED WORK" AND "RECIPIENT" ARE DEFINED IN THE LICENSE. A COPY OF THE LICENSE IS LOCATED IN THE TEXT FILE ENTITLED "LICENSE.TXT" ACCOMPANYING THE CONTENTS OF THIS FILE. IF A COPY OF THE LICENSE DOES NOT ACCOMPANY THIS FILE, A COPY OF THE LICENSE MAY ALSO BE OBTAINED AT THE FOLLOWING WEB SITE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Insert Initial Contributor's Designated Web Site here]**

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PART 6: PATENT LICENSING TERMS

For the purposes of this License, paragraphs A, B, C, D and E of this Part 6 of Exhibit A are only incorporated and form part of the terms of the License if the Initial Contributor places an "X" or "x" in the selection box alongside the YES answer to the question immediately below.

Is this a Patents-Included License pursuant to Section 2.2 of the License?

|  |  |
| --- | --- |
| YES | [ ] |
| NO | [ ] |

By default, if YES is not selected by the Initial Contributor, the answer is NO.

**A.** For the purposes of the paragraphs in this Part 6 of Exhibit A, "**LICENSABLE**" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights granted herein.

**B.** The Initial Contributor hereby grants all Recipients a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims, under patent claim(s) Licensable by the Initial Contributor that are or would be infringed by the making, using, selling, offering for sale, having made, importing, exporting, transfer or disposal of such Initial Work or any portion thereof. Notwithstanding the foregoing, no patent license is granted under this Paragraph B by the Initial Contributor: (1) for any code that the Initial Contributor deletes from the Initial Work (or any portion thereof) distributed by the Initial Contributor prior to such distribution; (2) for any Modifications made to the Initial Work (or any portion thereof) by any other Person; or (3) separate from the Initial Work (or portions thereof) distributed or made available by the Initial Contributor.

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**(1)** Modifications made by that Subsequent Contributor (or portions thereof); and

**(2)** the combination of Modifications made by that Subsequent Contributor with its Subsequent Work (or portions of such combination);

(collectively and in each case, the "**SUBSEQUENT CONTRIBUTOR VERSION**").

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PART 7: SAMPLE REQUIREMENTS FOR THE DESCRIPTION OF DISTRIBUTED MODIFICATIONS

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