# **Apple Public Source License 2.0**

Further resources on the **Apple Public Source License 2.0**

The following are other community resources that may be helpful:

[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/)

[Choose a license (by Github)](https://choosealicense.com/)

## **APPLE PUBLIC SOURCE LICENSE**

**Version 2.0 - August 6, 2003**  
  
Please read this License carefully before downloading this software.  
By downloading or using this software, you are agreeing to be bound by  
the terms of this License. If you do not or cannot agree to the terms  
of this License, please do not download or use the software.  
  
1. General; Definitions. This License applies to any program or other  
work which Apple Computer, Inc. ("Apple") makes publicly available and  
which contains a notice placed by Apple identifying such program or  
work as "Original Code" and stating that it is subject to the terms of  
this Apple Public Source License version 2.0 ("License"). As used in  
this License:  
  
1.1 "Applicable Patent Rights" mean: (a) in the case where Apple is  
the grantor of rights, (i) claims of patents that are now or hereafter  
acquired, owned by or assigned to Apple and (ii) that cover subject  
matter contained in the Original Code, but only to the extent  
necessary to use, reproduce and/or distribute the Original Code  
without infringement; and (b) in the case where You are the grantor of  
rights, (i) claims of patents that are now or hereafter acquired,  
owned by or assigned to You and (ii) that cover subject matter in Your  
Modifications, taken alone or in combination with Original Code.  
  
1.2 "Contributor" means any person or entity that creates or  
contributes to the creation of Modifications.  
  
1.3 "Covered Code" means the Original Code, Modifications, the  
combination of Original Code and any Modifications, and/or any  
respective portions thereof.  
  
1.4 "Externally Deploy" means: (a) to sublicense, distribute or  
otherwise make Covered Code available, directly or indirectly, to  
anyone other than You; and/or (b) to use Covered Code, alone or as  
part of a Larger Work, in any way to provide a service, including but  
not limited to delivery of content, through electronic communication  
with a client other than You.  
  
1.5 "Larger Work" means a work which combines Covered Code or portions  
thereof with code not governed by the terms of this License.  
  
1.6 "Modifications" mean any addition to, deletion from, and/or change  
to, the substance and/or structure of the Original Code, any previous  
Modifications, the combination of Original Code and any previous  
Modifications, and/or any respective portions thereof. When code is  
released as a series of files, a Modification is: (a) any addition to  
or deletion from the contents of a file containing Covered Code;  
and/or (b) any new file or other representation of computer program  
statements that contains any part of Covered Code.  
  
1.7 "Original Code" means (a) the Source Code of a program or other  
work as originally made available by Apple under this License,  
including the Source Code of any updates or upgrades to such programs  
or works made available by Apple under this License, and that has been  
expressly identified by Apple as such in the header file(s) of such  
work; and (b) the object code compiled from such Source Code and  
originally made available by Apple under this License.  
  
1.8 "Source Code" means the human readable form of a program or other  
work that is suitable for making modifications to it, including all  
modules it contains, plus any associated interface definition files,  
scripts used to control compilation and installation of an executable  
(object code).  
  
1.9 "You" or "Your" means an individual or a legal entity exercising  
rights under this License. For legal entities, "You" or "Your"  
includes any entity which controls, is controlled by, or is under  
common control with, You, where "control" means (a) the power, direct  
or indirect, to cause the direction or management of such entity,  
whether by contract or otherwise, or (b) ownership of fifty percent  
(50%) or more of the outstanding shares or beneficial ownership of  
such entity.  
  
2. Permitted Uses; Conditions & Restrictions. Subject to the terms  
and conditions of this License, Apple hereby grants You, effective on  
the date You accept this License and download the Original Code, a  
world-wide, royalty-free, non-exclusive license, to the extent of  
Apple's Applicable Patent Rights and copyrights covering the Original  
Code, to do the following:  
  
2.1 Unmodified Code. You may use, reproduce, display, perform,  
internally distribute within Your organization, and Externally Deploy  
verbatim, unmodified copies of the Original Code, for commercial or  
non-commercial purposes, provided that in each instance:  
  
(a) You must retain and reproduce in all copies of Original Code the  
copyright and other proprietary notices and disclaimers of Apple as  
they appear in the Original Code, and keep intact all notices in the  
Original Code that refer to this License; and  
  
(b) You must include a copy of this License with every copy of Source  
Code of Covered Code and documentation You distribute or Externally  
Deploy, and You may not offer or impose any terms on such Source Code  
that alter or restrict this License or the recipients' rights  
hereunder, except as permitted under Section 6.  
  
2.2 Modified Code. You may modify Covered Code and use, reproduce,  
display, perform, internally distribute within Your organization, and  
Externally Deploy Your Modifications and Covered Code, for commercial  
or non-commercial purposes, provided that in each instance You also  
meet all of these conditions:  
  
(a) You must satisfy all the conditions of Section 2.1 with respect to  
the Source Code of the Covered Code;  
  
(b) You must duplicate, to the extent it does not already exist, the  
notice in Exhibit A in each file of the Source Code of all Your  
Modifications, and cause the modified files to carry prominent notices  
stating that You changed the files and the date of any change; and  
  
(c) If You Externally Deploy Your Modifications, You must make  
Source Code of all Your Externally Deployed Modifications either  
available to those to whom You have Externally Deployed Your  
Modifications, or publicly available. Source Code of Your Externally  
Deployed Modifications must be released under the terms set forth in  
this License, including the license grants set forth in Section 3  
below, for as long as you Externally Deploy the Covered Code or twelve  
(12) months from the date of initial External Deployment, whichever is  
longer. You should preferably distribute the Source Code of Your  
Externally Deployed Modifications electronically (e.g. download from a  
web site).  
  
2.3 Distribution of Executable Versions. In addition, if You  
Externally Deploy Covered Code (Original Code and/or Modifications) in  
object code, executable form only, You must include a prominent  
notice, in the code itself as well as in related documentation,  
stating that Source Code of the Covered Code is available under the  
terms of this License with information on how and where to obtain such  
Source Code.  
  
2.4 Third Party Rights. You expressly acknowledge and agree that  
although Apple and each Contributor grants the licenses to their  
respective portions of the Covered Code set forth herein, no  
assurances are provided by Apple or any Contributor that the Covered  
Code does not infringe the patent or other intellectual property  
rights of any other entity. Apple and each Contributor disclaim any  
liability to You for claims brought by any other entity based on  
infringement of intellectual property rights or otherwise. As a  
condition to exercising the rights and licenses granted hereunder, You  
hereby assume sole responsibility to secure any other intellectual  
property rights needed, if any. For example, if a third party patent  
license is required to allow You to distribute the Covered Code, it is  
Your responsibility to acquire that license before distributing the  
Covered Code.  
  
3. Your Grants. In consideration of, and as a condition to, the  
licenses granted to You under this License, You hereby grant to any  
person or entity receiving or distributing Covered Code under this  
License a non-exclusive, royalty-free, perpetual, irrevocable license,  
under Your Applicable Patent Rights and other intellectual property  
rights (other than patent) owned or controlled by You, to use,  
reproduce, display, perform, modify, sublicense, distribute and  
Externally Deploy Your Modifications of the same scope and extent as  
Apple's licenses under Sections 2.1 and 2.2 above.  
  
4. Larger Works. You may create a Larger Work by combining Covered  
Code with other code not governed by the terms of this License and  
distribute the Larger Work as a single product. In each such instance,  
You must make sure the requirements of this License are fulfilled for  
the Covered Code or any portion thereof.  
  
5. Limitations on Patent License. Except as expressly stated in  
Section 2, no other patent rights, express or implied, are granted by  
Apple herein. Modifications and/or Larger Works may require additional  
patent licenses from Apple which Apple may grant in its sole  
discretion.  
  
6. Additional Terms. You may choose to offer, and to charge a fee for,  
warranty, support, indemnity or liability obligations and/or other  
rights consistent with the scope of the license granted herein  
("Additional Terms") to one or more recipients of Covered Code.  
However, You may do so only on Your own behalf and as Your sole  
responsibility, and not on behalf of Apple or any Contributor. You  
must obtain the recipient's agreement that any such Additional Terms  
are offered by You alone, and You hereby agree to indemnify, defend  
and hold Apple and every Contributor harmless for any liability  
incurred by or claims asserted against Apple or such Contributor by  
reason of any such Additional Terms.  
  
7. Versions of the License. Apple may publish revised and/or new  
versions of this License from time to time. Each version will be given  
a distinguishing version number. Once Original Code has been published  
under a particular version of this License, You may continue to use it  
under the terms of that version. You may also choose to use such  
Original Code under the terms of any subsequent version of this  
License published by Apple. No one other than Apple has the right to  
modify the terms applicable to Covered Code created under this  
License.  
  
8. NO WARRANTY OR SUPPORT. The Covered Code may contain in whole or in  
part pre-release, untested, or not fully tested works. The Covered  
Code may contain errors that could cause failures or loss of data, and  
may be incomplete or contain inaccuracies. You expressly acknowledge  
and agree that use of the Covered Code, or any portion thereof, is at  
Your sole and entire risk. THE COVERED CODE IS PROVIDED "AS IS" AND  
WITHOUT WARRANTY, UPGRADES OR SUPPORT OF ANY KIND AND APPLE AND  
APPLE'S LICENSOR(S) (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE  
PURPOSES OF SECTIONS 8 AND 9) AND ALL CONTRIBUTORS EXPRESSLY DISCLAIM  
ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT  
NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF  
MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR  
PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD  
PARTY RIGHTS. APPLE AND EACH CONTRIBUTOR DOES NOT WARRANT AGAINST  
INTERFERENCE WITH YOUR ENJOYMENT OF THE COVERED CODE, THAT THE  
FUNCTIONS CONTAINED IN THE COVERED CODE WILL MEET YOUR REQUIREMENTS,  
THAT THE OPERATION OF THE COVERED CODE WILL BE UNINTERRUPTED OR  
ERROR-FREE, OR THAT DEFECTS IN THE COVERED CODE WILL BE CORRECTED. NO  
ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE, AN APPLE  
AUTHORIZED REPRESENTATIVE OR ANY CONTRIBUTOR SHALL CREATE A WARRANTY.  
You acknowledge that the Covered Code is not intended for use in the  
operation of nuclear facilities, aircraft navigation, communication  
systems, or air traffic control machines in which case the failure of  
the Covered Code could lead to death, personal injury, or severe  
physical or environmental damage.  
  
9. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO  
EVENT SHALL APPLE OR ANY CONTRIBUTOR BE LIABLE FOR ANY INCIDENTAL,  
SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING  
TO THIS LICENSE OR YOUR USE OR INABILITY TO USE THE COVERED CODE, OR  
ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY,  
TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF  
APPLE OR SUCH CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH  
DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY  
REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OF  
INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY  
TO YOU. In no event shall Apple's total liability to You for all  
damages (other than as may be required by applicable law) under this  
License exceed the amount of fifty dollars ($50.00).  
  
10. Trademarks. This License does not grant any rights to use the  
trademarks or trade names "Apple", "Apple Computer", "Mac", "Mac OS",  
"QuickTime", "QuickTime Streaming Server" or any other trademarks,  
service marks, logos or trade names belonging to Apple (collectively  
"Apple Marks") or to any trademark, service mark, logo or trade name  
belonging to any Contributor. You agree not to use any Apple Marks in  
or as part of the name of products derived from the Original Code or  
to endorse or promote products derived from the Original Code other  
than as expressly permitted by and in strict compliance at all times  
with Apple's third party trademark usage guidelines which are posted  
at http://www.apple.com/legal/guidelinesfor3rdparties.html.  
  
11. Ownership. Subject to the licenses granted under this License,  
each Contributor retains all rights, title and interest in and to any  
Modifications made by such Contributor. Apple retains all rights,  
title and interest in and to the Original Code and any Modifications  
made by or on behalf of Apple ("Apple Modifications"), and such Apple  
Modifications will not be automatically subject to this License. Apple  
may, at its sole discretion, choose to license such Apple  
Modifications under this License, or on different terms from those  
contained in this License or may choose not to license them at all.  
  
12. Termination.  
  
12.1 Termination. This License and the rights granted hereunder will  
terminate:  
  
(a) automatically without notice from Apple if You fail to comply with  
any term(s) of this License and fail to cure such breach within 30  
days of becoming aware of such breach;  
  
(b) immediately in the event of the circumstances described in Section  
13.5(b); or  
  
(c) automatically without notice from Apple if You, at any time during  
the term of this License, commence an action for patent infringement  
against Apple; provided that Apple did not first commence  
an action for patent infringement against You in that instance.  
  
12.2 Effect of Termination. Upon termination, You agree to immediately  
stop any further use, reproduction, modification, sublicensing and  
distribution of the Covered Code. All sublicenses to the Covered Code  
which have been properly granted prior to termination shall survive  
any termination of this License. Provisions which, by their nature,  
should remain in effect beyond the termination of this License shall  
survive, including but not limited to Sections 3, 5, 8, 9, 10, 11,  
12.2 and 13. No party will be liable to any other for compensation,  
indemnity or damages of any sort solely as a result of terminating  
this License in accordance with its terms, and termination of this  
License will be without prejudice to any other right or remedy of  
any party.  
  
13. Miscellaneous.  
  
13.1 Government End Users. The Covered Code is a "commercial item" as  
defined in FAR 2.101. Government software and technical data rights in  
the Covered Code include only those rights customarily provided to the  
public as defined in this License. This customary commercial license  
in technical data and software is provided in accordance with FAR  
12.211 (Technical Data) and 12.212 (Computer Software) and, for  
Department of Defense purchases, DFAR 252.227-7015 (Technical Data --  
Commercial Items) and 227.7202-3 (Rights in Commercial Computer  
Software or Computer Software Documentation). Accordingly, all U.S.  
Government End Users acquire Covered Code with only those rights set  
forth herein.  
  
13.2 Relationship of Parties. This License will not be construed as  
creating an agency, partnership, joint venture or any other form of  
legal association between or among You, Apple or any Contributor, and  
You will not represent to the contrary, whether expressly, by  
implication, appearance or otherwise.  
  
13.3 Independent Development. Nothing in this License will impair  
Apple's right to acquire, license, develop, have others develop for  
it, market and/or distribute technology or products that perform the  
same or similar functions as, or otherwise compete with,  
Modifications, Larger Works, technology or products that You may  
develop, produce, market or distribute.  
  
13.4 Waiver; Construction. Failure by Apple or any Contributor to  
enforce any provision of this License will not be deemed a waiver of  
future enforcement of that or any other provision. Any law or  
regulation which provides that the language of a contract shall be  
construed against the drafter will not apply to this License.  
  
13.5 Severability. (a) If for any reason a court of competent  
jurisdiction finds any provision of this License, or portion thereof,  
to be unenforceable, that provision of the License will be enforced to  
the maximum extent permissible so as to effect the economic benefits  
and intent of the parties, and the remainder of this License will  
continue in full force and effect. (b) Notwithstanding the foregoing,  
if applicable law prohibits or restricts You from fully and/or  
specifically complying with Sections 2 and/or 3 or prevents the  
enforceability of either of those Sections, this License will  
immediately terminate and You must immediately discontinue any use of  
the Covered Code and destroy all copies of it that are in your  
possession or control.  
  
13.6 Dispute Resolution. Any litigation or other dispute resolution  
between You and Apple relating to this License shall take place in the  
Northern District of California, and You and Apple hereby consent to  
the personal jurisdiction of, and venue in, the state and federal  
courts within that District with respect to this License. The  
application of the United Nations Convention on Contracts for the  
International Sale of Goods is expressly excluded.  
  
13.7 Entire Agreement; Governing Law. This License constitutes the  
entire agreement between the parties with respect to the subject  
matter hereof. This License shall be governed by the laws of the  
United States and the State of California, except that body of  
California law concerning conflicts of law.  
  
Where You are located in the province of Quebec, Canada, the following  
clause applies: The parties hereby confirm that they have requested  
that this License and all related documents be drafted in English. Les  
parties ont exige que le present contrat et tous les documents  
connexes soient rediges en anglais.  
  
EXHIBIT A.  
  
"Portions Copyright (c) 1999-2003 Apple Computer, Inc. All Rights  
Reserved.  
  
This file contains Original Code and/or Modifications of Original Code  
as defined in and that are subject to the Apple Public Source License  
Version 2.0 (the 'License'). You may not use this file except in  
compliance with the License. Please obtain a copy of the License at  
http://www.opensource.apple.com/apsl/ and read it before using this  
file.  
  
The Original Code and all software distributed under the License are  
distributed on an 'AS IS' basis, WITHOUT WARRANTY OF ANY KIND, EITHER  
EXPRESS OR IMPLIED, AND APPLE HEREBY DISCLAIMS ALL SUCH WARRANTIES,  
INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY,  
FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT.  
Please see the License for the specific language governing rights and  
limitations under the License."