

Artistic License 2.0

Copyright (c) 2000-2006, The Perl Foundation.

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This license establishes the terms under which a given free software Package may be copied, modified, distributed, and/or redistributed. The intent is that the Copyright Holder maintains some artistic control over the development of that Package while still keeping the Package available as open source and free software.

You are always permitted to make arrangements wholly outside of this license directly with the Copyright Holder of a given Package. If the terms of this license do not permit the full use that you propose to make of the Package, you should contact the Copyright Holder and seek a different licensing arrangement.

Definitions

"COPYRIGHT HOLDER" means the individual(s) or organization(s) named in the copyright notice for the entire Package.

"CONTRIBUTOR" means any party that has contributed code or other material to the Package, in accordance with the Copyright Holder's procedures.

"You" and **"YOUR"** means any person who would like to copy, distribute, or modify the Package.

"PACKAGE" means the collection of files distributed by the Copyright Holder, and derivatives of that collection and/or of those files. A given Package may consist of either the Standard Version, or a Modified Version.

"DISTRIBUTE" means providing a copy of the Package or making it accessible to anyone else, or in the case of a company or organization, to others outside of your company or organization.

"DISTRIBUTOR FEE" means any fee that you charge for Distributing this Package or providing support for this Package to another party. It does not mean licensing fees.

"STANDARD VERSION" refers to the Package if it has not been modified, or has been modified only in ways explicitly requested by the Copyright Holder.

"MODIFIED VERSION" means the Package, if it has been changed, and such changes were not explicitly requested by the Copyright Holder.

"ORIGINAL LICENSE" means this Artistic License as Distributed with the Standard Version of the Package, in its current version or as it may be modified by The Perl Foundation in the future.

"SOURCE" form means the source code, documentation source, and configuration files for the Package.

"COMPILED" form means the compiled bytecode, object code, binary, or any other form resulting from mechanical transformation or translation of the Source form.

Permission for Use and Modification Without Distribution

(1) You are permitted to use the Standard Version and create and use Modified Versions for any purpose without restriction, provided that you do not Distribute the Modified Version.

Permissions for Redistribution of the Standard Version

(2) You may Distribute verbatim copies of the Source form of the Standard Version of this Package in any medium without restriction, either gratis or for a Distributor Fee, provided that you duplicate all of the original copyright notices and associated disclaimers. At your discretion, such verbatim copies may or may not include a Compiled form of the Package.

(3) You may apply any bug fixes, portability changes, and other modifications made available from the Copyright Holder. The resulting Package will still be considered the Standard Version, and as such will be subject to the Original License.

Distribution of Modified Versions of the Package as Source

(4) You may Distribute your Modified Version as Source (either gratis or for a Distributor Fee, and with or without a Compiled form of the Modified Version) provided that you clearly document how it differs from the Standard Version, including, but not limited to, documenting any non-standard features, executables, or modules, and provided that you do at least ONE of the following:

(a) make the Modified Version available to the Copyright Holder of the Standard Version, under the Original License, so that the Copyright Holder may include your modifications in the Standard Version.

(b) ensure that installation of your Modified Version does not prevent the user installing or running the Standard Version. In addition, the Modified Version must bear a name that is different from the name of the Standard Version.

(c) allow anyone who receives a copy of the Modified Version to make the Source form of the Modified Version available to others under **(i)** the Original License or **(ii)** a license that permits the licensee to freely copy, modify and redistribute the Modified Version using the same licensing terms that apply to the copy that the licensee received, and requires that the Source form of the Modified Version, and of any works derived from it, be made freely available in that license fees are prohibited but Distributor Fees are allowed.

Distribution of Compiled Forms of the Standard Version or Modified Versions without the Source

(5) You may Distribute Compiled forms of the Standard Version without the Source, provided that you include complete instructions on how to get the Source of the Standard Version. Such instructions must be valid at the time of your distribution. If these instructions, at any time while you are carrying out such distribution, become invalid, you must provide new instructions on demand or cease further distribution. If you provide valid instructions or cease distribution within thirty days after you become aware that the instructions are invalid, then you do not forfeit any of your rights under this license.

(6) You may Distribute a Modified Version in Compiled form without the Source, provided that you comply with Section 4 with respect to the Source of the Modified Version.

Aggregating or Linking the Package

(7) You may aggregate the Package (either the Standard Version or Modified Version) with other packages and Distribute the resulting aggregation provided that you do not charge a licensing fee for the Package. Distributor Fees are permitted, and licensing fees for other components in the aggregation are permitted. The terms of this license apply to the use and Distribution of the Standard or Modified Versions as included in the aggregation.

(8) You are permitted to link Modified and Standard Versions with other works, to embed the Package in a larger work of your own, or to build stand-alone binary or bytecode versions of applications that include the Package, and Distribute the result without restriction, provided the result does not expose a direct interface to the Package.

Items That are Not Considered Part of a Modified Version

(9) Works (including, but not limited to, modules and scripts) that merely extend or make use of the Package, do not, by themselves, cause the Package to be a Modified Version. In addition, such works are not considered parts of the Package itself, and are not subject to the terms of this license.

General Provisions

(10) Any use, modification, and distribution of the Standard or Modified Versions is governed by this Artistic License. By using, modifying or distributing the Package, you accept this license. Do not use, modify, or distribute the Package, if you do not accept this license.

(11) If your Modified Version has been derived from a Modified Version made by someone other than you, you are nevertheless required to ensure that your Modified Version complies with the requirements of this license.

(12) This license does not grant you the right to use any trademark, service mark, tradename, or logo of the Copyright Holder.

(13) This license includes the non-exclusive, worldwide, free-of-charge patent license to make, have made, use, offer to sell, sell, import and otherwise transfer the Package with respect to any patent claims licensable by the Copyright Holder that are necessarily infringed by the Package. If you institute patent litigation (including a cross-claim or counterclaim) against any party alleging that the Package constitutes direct or contributory patent infringement, then this Artistic License to you shall terminate on the date that such litigation is filed.

(14) Disclaimer of Warranty: *THE PACKAGE IS PROVIDED BY THE COPYRIGHT HOLDER AND CONTRIBUTORS "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE DISCLAIMED TO THE EXTENT PERMITTED BY YOUR LOCAL LAW. UNLESS REQUIRED BY LAW, NO COPYRIGHT HOLDER OR CONTRIBUTOR WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE PACKAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.*

Notes

The heart of the Artistic license is the idea that artists, people who create things, should be able to have ongoing artistic involvement in their work. The goal of the Artistic 2.0 revision is to make the terms of the original Artistic License clearer and more readable. In some cases we expanded it to make it more legally specific. In some cases we made the language more general so the license may fit better with past and future changes in technology.

Legal documents can be considered as just another form of code. You'll see a lot of spaghetti legal code out there, lengthy and obtuse, but it doesn't have to be like that. Readability and maintainability are just as important in legal code as they are in software. But, because legal documents are code, our drafting choices are based on a need to capture a particular legal meaning.

These notes are based on comments and questions that came up as we worked on this revision. We hope they will help you understand how to use the new license. To make the comments easier to follow, we use Perl as an example in these notes.

"Original License":

We found ourselves repeating "the version of the Artistic License that ships with the Standard Version" far too many times through the license, so we decided to define it in one place. The "original license" identifies the license that the developer used to distribute their code. It also lets the users know that TPF might update the license in the future, and that developers who have distributed under one version of the license can always upgrade to another. This isn't an automatic upgrade. If you distribute a package under the Artistic License 2.0, and want to take advantage of "bug fixes" in version 2.1, you have to include the new version of the license in the package.

Section 1:

This section applies to using Perl yourself "as is", or changing it but only using the changed version yourself or inside your organization. The rest of the license does not come into play unless you want to make Perl available to others, in a standard or modified version.

Section 2:

You can redistribute unchanged versions of the Perl source code. You can't charge a licensing fee for it, but you can charge for distributing it or for providing support.

Section 3:

Fixing a few bugs, tweaking the code to run on your operating system, or applying a security patch from the development mailing list doesn't mean you've created a "Modified Version".

Section 4:

You have a few different options if you want to change the code and redistribute it. Whatever option you choose, you must let people know that you've changed the code. In general, we expect that you would do this using a file in the top-level of the distribution noting what's changed and that you will update the documentation anywhere your code works differently from what the documentation says (you would probably want to do this anyway, so the documentation isn't misleading). However, there are other ways to meet the requirements. For instance, you might include a comment in each changed file, or beside each change in the code.

Under Section 4(a), you can make any changes you want if you contribute them back under the Artistic License.

Under Section 4(b), you can release a proprietary version of the Perl source code, but if you do, don't pretend your code is the real Perl. Don't call it Perl, and don't make it so your users can't use the real Perl on the same machine. This requirement goes back to the idea of artistic control.

Under Section 4(c)(i), you can make any changes you want if you release your changes under the Artistic License.

Section 4(c)(ii) is what we call the "relicensing" clause. Perl 6 and Parrot won't be dual licensed with the GPL, unlike Perl 5. Since they won't be dual licensed, if you want to use Perl 6 or Parrot under a GPL license, you will do so under 4(c)(ii). Several other open source and free software licenses also qualify under 4(c)(ii), including the LGPL, MPL, and the Apache license. Note that these are only what have become known as "copyleft" licenses: "freely available" means both free as in speech and free as in beer.

Section 5:

If you don't change the code, you can ship it out as compiled code without the source code. Just tell people how to get the source code.

Section 6:

When it comes to Modified Versions, whether you're shipping compiled code or source code, the requirements are the same.

Section 7:

Example: you can ship Perl on a CD along with other software, or include it in your distribution of Linux.

Section 8:

You're totally free to embed Perl inside your software in a way that doesn't allow users to access Perl. On the other hand, if you embed it and users can nevertheless do things like running Perl scripts, then you really are distributing Perl and need make sure that your distribution fits one of the use cases in (1)-(7).

Section 9:

When you write code that just runs on Perl, that fact alone does not make the code subject to the Artistic License. It's your code. (This seems pretty obvious, but it's important to say it.)

Section 10:

The license offers you some rights. In order to obtain those rights, you need to accept the license. You can reject the license, but if you do, the rights aren't granted to you.

Section 11:

You're responsible for your own actions. If you get a copy of Perl from someone who broke the terms of the Artistic License, that doesn't get you off the hook—you're still required to comply with the license yourself. There are plenty of places where you can get legal copies of Perl, so it should be pretty easy to get back into compliance.

Section 12:

Just being explicit that the license doesn't grant you trademark rights, or rights related to trademark rights.

Section 13:

We're not particularly fond of patents, but they're part of the world we live in. So, with a goal of minimizing the likelihood of patent infringement claims, we grant you a patent license. In addition, under our contribution process, each Contributor makes a patent grant for their Contributions directly to you as a User. Both patent license clauses contain a provision that terminates the license(s) of anyone who files a lawsuit claiming that a Package infringes any patent. The termination only applies to Packages that are claimed to be infringements.

Section 14:

Disclaimers of warranties and damages, like those you find in other open source and software licenses.