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## LINDS GENERAL PUBLIC AGREEMENT

Version 1.5, 24 July 2022

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Everyone is permitted to copy and distribute verbatim copies of this agreement document, but changing it is not allowed except as otherwise indicated herein.

### TERMS AND CONDITIONS

#### 0. Definitions

“this Agreement” refers to this version 1.5 of the LINDS GENERAL PUBLIC AGREEMENT (LINDS-GPA).

“Copyright” also refers to copyright-like laws, rights and obligations enforced under such laws that apply to other kinds of works of original authorship, such as the Semiconductor Chip Protection Act (SCPA) for enforcing semiconductor masks in the United States and/or other laws for enforcing graphic elements, designs, text documents or computer programs.

A “Registered Trademark” refers to any trademark registered with a competent trademark authority, such as the United States Patent and Trademark Office (USPTO).

A “Work” refers to one or more items, regardless of the items’ nature or how they are expressed. This Agreement governs the use, modification and/or distribution of the Work and any modified version or derivative based on it, whether or not they are covered by a copyright, patent or trademark rights granted by law. The ‘Work’ includes the collective work that bundles the discrete items governed by this Agreement together into a compilation.

Examples of the one or more items that comprise a work can include tangible elements as functional or decorative parts, commercial or no commercial products, prototypes, computer programs, documents and/or files in any media or format.

A "Method" or "Process" as used herein refers to a series of steps for performing a function or accomplishing a result, such as a manufacturing process or a method of use.

Each licensee and recipient of this Agreement is addressed as "you". "licensees" and "recipients" may be individuals or organizations.

For the purposes of this Agreement "Freedom" is the ability to perform without constraints any action related directly or indirectly to the Work, the knowledge involved in it, or the knowledge derived from a previous action on the work. These actions on the work include any manner of studying it, transforming it, distributing it, involving it in then implementation of a process, and affecting with it a tangible or intangible object or subject.

Also in the context of this Agreement, "Empower" is your capability to in any way affect others with the Work including its recipients and users.

"Executing" this Agreement means the capability under its Terms and Conditions to directly or indirectly deny a Freedom to a recipient of the Work, including you or any other. Executing can be performed by any holder of a copyright, patent claim or trademark licensed under the Terms and Conditions of this Agreement including you if you qualify as such one, a legally authorized representative of such one, or a legally authorized enforcing authority such as a court.

The "Intention" of this Agreement means the willingness and capability to equate the Freedom and Empowerment between recipients of the Work, including you and any other. Executing this Agreement is a preferred modality to perform its Intention.

The term "protected" is often used in the legal jargon to describe works such that copyright, patent or trademark rights were granted, however a copyright, patent or trademark may protect one person but harm another person by limiting her/ his capability of accessing works or creating new ones. In contrast, this Agreement seeks to implement copyrights, patents and trademarks for the purposes to Empower most of the people in general as it is defined at the Intention of this

Agreement and the governance of the Agreement may accordingly be Executed.

The "Marks" include the LINDS trademark(s) with serial number(s) 88725931 registered under the laws of United States of America which are fully controlled and owned by Linds Corp whose principal address or place of residence is 10 Tyler St. Somerville, Massachusetts, and are included as part of the Contributor Marks of the Work(s) starting from February 5<sup>th</sup> of 2022.

If you are the copyright holder of the Work and have full control and ownership over certain Registered Trademark(s), you are entitled to replace at section 0 the TRADEMARKS field by the Registered Trademark(s), the SERIAL NUMBERS field by their serial number(s), the JURISDICTION OF REGISTRATION field by the territories in which each of the Registered Trademarks are registered, YOUR NAME field by your name, YOUR ADDRESS field by your address and the EFFECTIVE DATE field by the effective date of your interest. Fields are expressly delimited by brackets and you must remove the brackets in order to be authorized to do these replacements. Unauthorized changes to this document agreement will invalidate your rights as licensor and/ or licensee of any trademark or Work under this Agreement. If you are not the copyright holder of the Work or there are no fields delimited by brackets in section 0 you are not allowed to perform any change to this agreement document. If section 0 has fields delimited by brackets this Agreement is not valid.

Under the terms of this Agreement if there is any copyright holder of the Work other than you, you are not entitled to preform changes at the above fields and use a Registered Trademark as a Mark. However you may consider modifying the Work adding a functionality and to add "Contributor Marks" as defined in section 8 below.

For the purposes of this License Agreement an "Owner" is individually or collectively any person and/ or entity having full control and ownership of the Marks or the "Contributor Marks" as defined in section 8 below.

The Work can also include some non-copyrightable items or parts, yet the license granted to you under this Agreement to use any copyrightable item or part of the Work is conditioned on your compliance with the terms and conditions of this Agreement for the non-copyrightable items or parts of the Work as well. For example, after following a copyrightable compilation of graphical and/ or textual documentation that includes how to build a physical object,

you can produce a physical object that is not copyrightable. However, in order to have copyright permission to the compilation of graphical and/ or textual documentation, the physical object is considered part of the Work and you must comply with the terms and condition for the physical object as well. The Marks are considered a Work, but special provisions governing them apply under this Agreement.

To "modify" a Work means to copy from or adapt all or part of the Work in a fashion that includes requiring copyright, trademark or patent permission other than the creating an exact copy or Making an exact physical replica. The resulting Work is called a "modified version" or a "derivative" of the earlier Work or a work "based on" the earlier Work.

A "Covered Work" means the Work, either the original unmodified Work and/or any modified or derived version or form of the Work that is made available under this Agreement.

To "propagate" a Covered Work means to do anything with it that, without permission, would make the person directly or secondarily liable for infringement under applicable copyright, patent or trademark laws, except Making any part of it for private testing, modifying a private copy or running any part of the Covered Work that comprises a Program on a computer. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" means any kind of propagation of a Covered Work, or any kind of delivery of the possession, custody or title of a Product, that enables other parties to make or receive copies of a Work or a Product. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

A human readable document or, in case of Covered Work that comprise a program, an interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays the appropriate copyright, patent claims and trademark notices, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this Agreement, and how to view a copy of this Agreement. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

A "Program" or "Computer Program" means any software or set of

instructions performable by a machine. For the purposes of this Agreement if a Work includes a program, running the program is included in the fact of performing the Work.

"Make" means to create something, whether a physical object or an intangible output, by using or processing a Work.

"Product" means any physical object, whether in finished or intermediate form, Made from or with a Work.

A "Method" or "Process" as used herein refers to a series of steps for performing a function or accomplishing a result, such as a manufacturing process or a method of use.

A "Service" as used herein is a means of facilitating desired outcomes sought by any third-parties. A "Service" can include an online service provided by an online application or an online platform.

"Functionality" of a product, program or service is any feature essential to the use or purpose of the product, program or service or if it affects the cost or quality of the product or service. This definition is article based on the United States Patents and Trademarks Office (USPTO) Trademark Manual of Examining Procedure (TMEP), §1202.02(a)(iii)(A). Any modification, amendment or replacement of this definition in the TMEP will be deemed adopted into this term as defined in this Agreement.

To give a general description of how some of the above definitions may interact within a Work, the item(s) that compose a work can include information items(s) that may be used (i) to make, prepare or test a Product, or (ii) to implement a Process, Method or Service. These information items(s) include computer programs, documents and/or files describing design information, manufacturing information, and/or use information of the Product, or implementation information of the Process, Method or Service. The one or more information items can include intangible items, such as electronic files or documents, or tangible items, such as hard copies of files or documents, tangible computer-readable media (e.g., CDs, hard disks, flash memory, etc.) storing electronic files, samples of manufactured products, prototypes and/ or mock ups.

#### 1. The Source Form and Other Forms of the Work

The "Source Form" for a Work means the preferred form of a Work for making modifications to it. "Object Form of the Work" means any non-

## Source Form of a Work.

A Covered Source Form refers to a Source Form of Covered Work. As different versions of the Work may exist over time, e.g., due to various modifications or contributions, each version of the Work (or corresponding Product or Service) should have a Corresponding Source as defined below.

For programs, a "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "Additional Components" of a Work include anything, other than the work as a whole that falls in one of the following:

- \* (a) for Works that include a program, is (i) included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (ii) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in Source Form.

- \* (b) a material composition needed to build or Make a Major Component that (i) its composition and formulation are available in the public domain or (ii) is equivalent to a material whose composition and formulation are available in the public domain. By equivalent it is understood that replacing any material that is not in the public domain by other that does will not significantly affect the using or making of the Work, the Object Form of the Work, or Product(s) however some changes in performance or durability of the resulting Work, the Object Form of the Work or Product(s) made can be expected.

- \* (c) any part or sub-assembly which is not a Major Component and is available to you and any other prospective licensees (i) as a physical part with sufficient rights and available information in the public domain (including any configuration and programming files and documentation about its characteristics and interfaces) to enable it either to be Made by itself, or to be included in the Source Form and used to Make the Work, Object Form of the Work or Product; or (ii) as part of the normal distribution of a tool or equipment is used to design or Make the Work, Object Form of the Work or Product and the tool or equipment's design and specifications are available in the public domain or the tool can be replaced to Make the Work, Object Form of the Work or Product by a tool or equipment whose design and specifications are available in the public domain.

A "Major Component", in this context, means a major essential component (a mechanical or functional part that without it the Work cannot accomplish their intended function, AC/DC charger, a fuel if the Work comprises an engine, a frame if the Work comprises a picture that needs one, a belt if the Work comprises a pant that request one to be dressed, an operating system kernel, a window system, and so on) of the specific operating system (if any) on which the performable part of the Work runs if it includes programs, any physical part necessary for the Work to accomplish its intended function, a tool needed to make a Product, or a compiler used to produce a program included in the work. If the Work comprises a program the "Additional Components" are often called System Libraries.

The "Corresponding Source" for a Work means all the Source Forms needed to make, generate, reproduce, install, use, run (for a Work that includes a program), and otherwise perform the Object Form of the Work, to modify the Work and, if it proceeds, to Make a Product, including any set of human readable instructions, scripts or Programs to control those activities. The Corresponding Source includes the collection or bundle of information items representing the Work that are to become publicly available under this Agreement. If you introduce any change in the Work then the Corresponding Source shall document the change or difference from the version it is based on in a fashion that grants a copyright. The information items constituting the Source Form need to be in a form that can convey sufficient information to make, generate, reproduce, install, use, perform, modify or implement any Product or Service representing an end goal of the Work. The Corresponding Source may include Notices. However, it does not include the work's Additional Components, general-purpose tools, or generally available free programs which are used unmodified in performing those activities but which are not part of the Work. For example, the Corresponding Source includes any design parameter as dimensions and shapes, or a list of materials needed for Making as well as to feed an external machine or device for performing measurements or making parts of the Work, interface definition, files associated with source code files needed for the Work, and the Source Forms for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the Work. If the Work includes a Program, the Source Work needs to include, or provide access to, the source code of the program. Any material composition needed to build or Make a Additional Component that is equivalent to a material whose composition and formulation are available in the public domain, the explicit

indication of the material that is available in the public domain, how to find it, and how to use it to replace any material that is not in the public domain has to be included in the Corresponding Source. For example, if a Product includes a foam that is commercialized under a trade or industrial secret, but can be replaced by a generic material such as ethylene-vinyl acetate. It is OK to have this foam as an Additional Component to Make a Product as far you notify the name of the foam or material, how to find it, and that can be replaced by ethylene-vinyl acetate as part of the Corresponding Source. The Corresponding Source also has to include the explicit indication of any tool or equipment available in the public domain that is an Additional Component, how to find it, and how to use it to replace any tool or equipment that is not in the public domain.

The Corresponding Source need not include anything that you can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a Work in Source Form is that same Work.

The "Mark Code" is the object code and/or corresponding source code that in themselves may not contain the Marks, but are needed to produce the Marks as they appear in any part of the Work or any part of A Product or Service associated with the Work. If the Marks, for example, are a logotype or name, and these appear impressed or displayed in any part of the Work, then the Mark Code is all the instructions, commands and parameters needed to make possible this displaying or impression.

## 2. Basic Permissions

This Agreement grants various rights associated with the Work. These rights include copyrights on the Work, rights to use patented inventions that are part of the Work and/or right(s) to trademarks of the Work, which rights are irrevocable provided the stated conditions below are met. This Agreement explicitly affirms your unlimited permission to personal or internal institutional use or implement the original or unmodified Work. This Agreement acknowledges your rights of fair use or other equivalents, as provided by copyright and trademark laws.

You may use, implement, perform and propagate the Work that you do not convey to others, and you may Make Products or implement Services that you do not convey, without conditions so long as this Agreement otherwise remains in force. You may convey the Work to others for the sole purpose of having them perform modifications of the Work

exclusively for you or for your own use, or providing you with facilities for assembling or Making any Product(s) or for performing or otherwise implementing any service associated with the Work, provided that you comply with the terms of this Agreement in conveying all material for which you do not control copyrights, patent rights or trademarks. Those assembling or Making Products for you or performing or implementing any Service(s) for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from Making Products or creating any copies of the Work outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 12 makes it unnecessary.

### 3. Protecting users' Legal Rights From Anti-Circumvention Law

No Work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a Work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this Agreement with respect to the Work, and you disclaim any animus to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

### 4. Conveying Verbatim or Exact Copies of the Received Work

You may convey verbatim or exact copies of any Product and/or the Source Form, as you receive them, in any medium, provided that you: conspicuously and appropriately publish on each such copy an appropriate copyright notice; keep intact all notices stating that this Agreement, is accompanied with (1) a written copy of the Source Form or (2) access to a copy of the Source Form that is covered by this Agreement (including a copy of the Source Form that was used to Make any specific Product) from a network server at no charge and including a human readable link to that Product's Corresponding Source, and any non-permissive terms

added in accord with section 9 that apply to the Work; keep intact all notices of the absence of any warranty; and give all recipients a copy of this Agreement along with the Product or the Work.

You may charge any price or no price for each such copy that you convey, and you may offer support or warranty protection for a fee.

## 5. Conveying Modified Versions

You may convey a modified version of the Work (except for the Marks and Contributor Marks, which may not be modified), or the modifications to the Work, in the form of a Covered Source Form under the terms of section 4, provided that you also meet all of these conditions:

- \* a) The modified version of the Work must carry prominent notices stating that you modified it, and giving a relevant date of the modification.

- \* b) The modified version of the Work must carry prominent notices stating that it is released under this Agreement, any Contributor Mark added under section 8, conditions added under section 9 and licensed Patent Claims added under section 13. This requirement modifies the requirement in section 4 to "keep intact all notices".

- \* c) you must license the entire modified version of the Work, as a whole, under this Agreement to anyone who comes into possession of a copy. This Agreement will therefore apply, along with any applicable section 9 additional terms, to the whole of the modified version of the Work, and all its parts, regardless of how they are packaged. This Agreement gives no permission to license the modified version of the Work in any other way, but it does not invalidate such permission if you have separately received it.

- \* d) If the modified version of the Work has interactive user interfaces, each must display Appropriate Legal Notices. However, if the Work does not display Appropriate Legal Notices, the modified version of Work need not make them do so.

- \* e) The Marks of the Work must be preserved and not removed in the modified version of the Work under the terms of section 7. Furthermore for any part of the Work, the Mark Code must be either preserved or replaced by a Mark Code that generates a similar output at any part of the Work in order to preserve the visibility of the Marks.

## 6. Non-Source Form of Work or Products

You may convey a Work in an Object Form of the Work (including any

Product or Service associated with the Work), under the terms of sections 4 and 5, provided that you also convey the machine or human readable Corresponding Source (including the Corresponding Source used to Make or implement any Product or Service associated with the Work) under the terms of this Agreement, in one of these ways:

\* a) Convey the Object Form of the Work or Product accompanied by the Corresponding Source, including that which was used to Make the Product, fixed on a durable physical readable medium that can be human readable or customarily used for software or documentation interchange.

\* b) Convey the Work in Object Form of the Work or Product or Service, accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts, warranty or customer support for that Product model, to give anyone who possesses the Object Form of the Work in Object Form either (1) a copy of the Corresponding Source for all Object Forms of the Work that is covered by this Agreement including that which was used to Make any Product or Service, on a durable physical readable medium or customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of Source Form, or (2) provide access to copy of the Corresponding Source, including that which was used to Make the Product or Service, that is covered by this Agreement from a network server at no charge and including a human readable link to that Corresponding Source in the Object Form of the Work, through a visual interface or in some visible way in or with the Product or Service.

\* c) Convey individual copies of the Object Form of the Work or a Product or Service with a copy of the written offer to provide the Corresponding Source, including that which was used to Make the Product or Service. This alternative is allowed only occasionally and non-commercially, and only if you received the Object Form of the Work with such an offer, in accord with subsection 6 b).

\* d) Convey the Object Form of the Work or a Product by offering access from a designated place (gratis or for a charge), and offer access from a designated place to the Corresponding Source including that which was used to Make the Product in the same way through the same place at no further charge. You need not require recipients to copy that Corresponding Source along with the Object Form of the Work. The place can be a physical address, point of distribution or sell or other options depending on the case. If the place to copy the Object Form of the Work is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the Object Form of the Work saying where to find the

Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

\* e) Convey the Object Form of the Work using peer-to-peer transmission, provided you inform other peers where the Object Form of the Work and Corresponding Source including that which was used to Make the Product and all Computerized Covered Code that is covered by this Agreement are being offered to the general public at no charge under subsection 6 d).

A separable portion of the Object Form of the Work, whose Source is excluded from the Corresponding Source as an Additional Component, need not be included in conveying the Object Form of the Work.

“Assembling Information” for a Product means any methods, procedures, authorization keys, or other information required to Make, assemble, install, use, implement or otherwise perform modified versions of a Work for that Product from a modified version of the Corresponding Source. The information must suffice to ensure that the continued functioning of the modified Object Form of the Work is in no case prevented or interfered with solely because modification has been performed.

If you convey an Object Form of the Work under this section in, or with, or specifically for use within, a Product, and the conveying occurs as part of a transaction in which the right of possession and use of the Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Assembling Information.

The requirement to provide Assembling Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for any Product or program in which it has been modified, made or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Assembling Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in Source Form), and must require no special password or key for unlocking, unpacking, reading or copying.

## 7. Using The Marks

The Marks and Contributor Marks are intended to identify the origin of the Work (including the Product) as well as the licensing model defined by the terms and conditions of this Agreement.

You shall, and are granted a license subject to the conditions and instructions of this Agreement to, retain, use and display the Marks and Contributor Marks only in association with the manufacturing, making, distribution, propagating, conveying and sale of the Work. The Marks, Contributor Marks and the Marks Code cannot be removed from the Work or their modified versions.

Modification of the Marks and Contributor Marks is not authorized by this agreement, and you are not authorized to use the Marks or Contributor Marks in a context different from that intended by the Work or in a context not listed in this Section.

Any authorized action on the Marks and Contributor Marks will be considered trademark infringement, unless otherwise permissible under law. Non authorized actions for example include to directly or indirectly register or use any other trade name, trademark, or service mark incorporating or based in whole or in part on any of the Marks or Contributor Marks. or use any of them as part of any corporate or trade name, as part of prominent signage displaying its business or trade name, or in connection with any other unauthorized goods or services, use the Marks or Contributor Marks in combination with false advertise claims, any other trademarks, debrand, rebrand, or private label, hold your out as having any ownership interest in the Marks or Contributor Marks, engage in any conduct that would constitute infringement of or otherwise dispute the validity, ownership, or enforceability of any of the Marks or Contributor Marks, invalidate, dilute, or otherwise adversely affect the value of the Marks, Contributor Marks or the Intentions of this Agreement, or engage in any conduct that would constitute infringement of, or otherwise harm, the trademark rights of any third parties.

Trademark infringement of the Marks or Contributor Marks, or their use in association with false advertising claims will revoke this Agreement from you under the terms of section 10.

Continuity and maintenance of trademark enforcement. The use of this agreement enforces the obligation of keeping the Marks and Contributor Marks in the Work and distributing, propagating or conveying them under the terms of this Agreement. The free-of-charge license to

distribute the Mark and Contributor Marks is to be understood as an enforcement of the Mark and Contributor Marks as a way to designate and promote the Empowerment and Freedoms granted by the Agreement and never as an abandoning of the Marks and Contributor Marks. The Owner is entitled to regularly verify the way of the Work and the Marks and Contributor Marks are distributed, propagated or conveyed, including in connection with Products. In addition, you have the obligation to make public the usage of the Marks and Contributor Marks as required by this Agreement or alternatively to send samples of the Work or Products that you propagate, distribute or convey pursuant to the Owner's reasonable request.

#### 8. Addition of other trademarks

You may add a Registered Trademark other than the Mark to a modified version of the Work that you convey, and which was not included in the version of the Work that you received), This Registered Trademark, is considered an "Contributor Mark" for any downstream recipient of the Work if you meet all of the following conditions: (1) your modified version of the Work includes changes or improvements that involve at least one Functionality that does not exist in the Work as conveyed to you, (2) all the newly added Functionalities of the modified Work are explicitly included and described in the Corresponding Source of the modified Work, (3) the trademark was registered by a competent trademark authority, such as the USPTO and (4) you are the exclusive owner of the all title to the Registered Trademark or are lawfully licensed to use it and grant onward licenses to it.

To add a Registered Trademark to become a Contributor Mark of the Work, you must

- 1.) include an appendix to this agreement containing the following text

The [TRADEMARKS] trademark(s) with serial number(s) [SERIAL NUMBERS] registered under the laws of [JURISDICTION OF REGISTRATION] which are in full control and/ or ownership of the [LICENSOR NAME] whose principal address or place of residence is [LICENSOR ADDRESS] and are included as part of the Contributor Marks of the Work starting from [EFFECTIVE DATE]

replacing the TRADEMARKS field by the Registered Trademark(s), the SERIAL NUMBER field by the SERIAL numbers, the JURISDICTION OF REGISTRATION by the territories in which the Registered Trademark(s) is registered, the LICENSOR NAME field by the person or entity having title to or control and/or ownership of the Registered Trademark, the

LICENSOR ADDRESS field by address of the person or entity having title and the EFFECTIVE DATE field by the effective date of the appendix. Fields are expressly delimited by brackets.

2.) include a description of the added trademarks

3.) add a copy of the appendix to every copy of the Agreement as requested by sections 4, 5 and 6 and as part as the Appropriate Legal Notices.

By adding a new Contributor Mark as indicated above, you are granting all downstream recipients of your modified Work a license to the registered Trademark as per Section 7 above.

Under this agreement the Owners whose Marks or Contributor Marks are implicated by the licensing of a give version of the Work have the right to jointly with the written explicit consent of all the Owners offer alternative licensing for that version of the Work or part of them (but may not do so separately or without the explicit consent for including all the Marks and Contributor Marks that are implicated in the terms of the alternative licensing). This alternative license can be done for example by imposing a fee for rebranding outside the terms of this Agreement and these hypothetical rebranding terms will be valid for that version of the Work wherein all the Owners whose Marks or Contributor Marks are implicated agree, but not, for example, to modified versions of the Work having new Marks or new Contributor Marks not present in the original Work. If you add a Registered Trademark to become a Contributor Mark in accordance with the terms above, you also benefit from this right, but only in the case you add a Functionality to a modified version of the Work that does not exist in the Work as conveyed to you.

## 9. Additional Terms

"Additional permissions" are terms that supplement the terms of this Agreement by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Work shall be treated as though they were included in this Agreement, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Work, that part may be used separately under those permissions, but the entire Work remains governed by this Agreement without regard to the additional permissions.

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.

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

- \* a) Disclaiming warranty or limiting liability differently from the terms of sections 16 and 17 of this agreement; or

- \* b) 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

- \* c) 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

- \* d) Limiting the use for publicity purposes of names of licensors or authors of the material; or

- \* e) 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.

- \* f) You have permission to link or combine any Work with a work licensed under version 3 of the GNU Affero General Public License and to convey the resulting combined work. The terms of this Agreement will continue to apply to the part which is the Work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such. Other terms of the GNU Affero General Public License will not apply for the Work unless expressly agree with the terms of this Agreement. For any dispute, the terms of this Agreement will prevail over those of the GNU Affero General Public License.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 12. If the Work as you received it, or any part of it, contains a notice stating that it is governed by this Agreement along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this Agreement, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant Source Form document items, a statement of the additional terms that apply to those document items, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

## 10. Termination

You may not propagate or modify a Covered Work except as expressly provided under this Agreement. Any attempt otherwise to propagate or modify it is a breach of this Agreement, and will automatically terminate your rights under this Agreement (including any patent licenses granted under the third paragraph of section 12).

However, if you cease all violation of this Agreement, then your license from a copyright, patent claim and/or trademark holder is reinstated (a) provisionally, unless and until the copyright, patent claim and/or trademark holder explicitly and finally terminates your license, and (b) permanently, if the copyright, patent claim and/or trademark holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from the copyright, patent claim and/or trademark holder is reinstated permanently if the copyright, patent claim and/or trademark holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this Agreement (for any Work) from that copyright, patent claim and/or trademark holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this Agreement. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 12.

## 11. Acceptance Not Required for Having Copies

You are not required to accept this Agreement in order to Make Products or receive, build, assemble, in any fashion use or perform a copy of the Work. Ancillary propagation of a Work occurring solely as

a consequence of, if proceed, using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this Agreement grants you permission to propagate or modify any Work. These actions infringe copyright and trademark rights, as well as any essential patent claim, if you do not accept this Agreement. Therefore, by modifying, making or propagating a Work, you indicate your acceptance of this Agreement to do so.

## 12. Automatic Licensing of Downstream Recipients

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this Agreement. You are not responsible for enforcing compliance by third parties with this Agreement.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this Agreement. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this Agreement, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Work or any portion of it.

## 13. Patents

A "contributor" is a person or entity who authorizes use under this Agreement of Covered Work. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this Agreement, of making, using, distributing or selling its contributor version, but do not include claims that would be infringed

only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this Agreement.

Each contributor automatically grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise perform, modify and propagate the contents of its contributor version subject to the terms of this Agreement. This patent licensing is granted whatever each Contributor notifies about the existence of essential patent claims or not and applies only to the contributor version and its downstream modifications or derivatives. For example, if the contributor version is a modified work derived from an original work, then there is no licensing of patent claims of modified works of the original work that are not modified versions of the contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to Enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to Enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source or other documentation necessary to reproduce or make the work is not available for anyone to copy, free of charge and under the terms of this Agreement, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source or other documentation necessary to reproduce or make the work to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this Agreement, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent claim license to some of the parties receiving the covered work authorizing them to use, propagate, modify

or convey a specific copy of the covered work, then the patent claim license you grant is automatically extended to all recipients of the covered work and the modified versions or derivatives based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this Agreement. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing goods, under which you realize payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work.

If you Control Essential Patent Claims, you also have to provide clear notice of the specific patent claims that you are licensing under the terms of this section. Failing to notify about the Essential Patent Claims that you Control will revoke this Agreement from you under the terms of section 10, but will not void the granting of the non-exclusive, worldwide, royalty-free license of the Essential Patent Claims that you Control.

If you are an Owner and also the holder of an essential patent claim, this Agreement recognizes two options to monetize it. (1) You can charge others for using your new Functionalities through rebranding jointly with the other Owners in concordance with section 8. Otherwise by (2) the use of patent restrictions outside this Agreement. For recipients and downstream recipients of the Work all such restrictions are limited to the term of this section claims and thus their freedom is guaranteed. In case of a combination of trademarks and patent claims will further restrict/ menace the ability of downstream recipients to use, convey, modify, propagate and/ or study the Work, these restrictions will be eliminated and or avoided by modifying the terms of future versions of the Agreement.

Nothing in this Agreement shall be construed as excluding or limiting any implied license or other defenses to patent infringement that may otherwise be available to you under applicable patent law.

#### 14. No Surrender of Others' Freedom

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this Agreement, they do not excuse you from the conditions of this Agreement. If you cannot convey a Covered Work so as to satisfy simultaneously your obligations under this Agreement and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agrees to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Work, the only way you could satisfy both those terms and this Agreement would be to refrain entirely from conveying the Work.

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If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Work, unless a warranty or assumption of liability accompanies a copy of the Work in return for a fee.

#### END OF TERMS AND CONDITIONS

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If you develop a new work, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it a free access technology, which everyone can redistribute and change under these terms.

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<Mark and Contributor Marks if apply> are trademark(s) owned by  
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<The followings sentence if you are a contributor licensing a  
patent claim under the terms of section 13> <Identifiable patent  
claims, including patent number(s) and claim number(s). Claim numbers  
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```

```
This program comes with ABSOLUTELY NO WARRANTY; for details type  
'show w'.
```

```
This is free access technology, and the user is welcome to  
redistribute it under certain conditions; type 'show c' for details.
```

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