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Version 1.0

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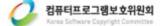
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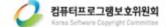
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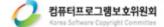
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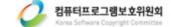
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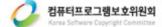
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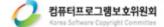
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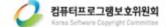
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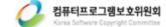
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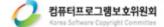
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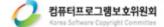
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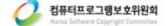
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- **9.1.** This License shall be governed by and construed in accordance with the laws of the Governing Jurisdiction assigned in **Part 3 of Exhibit A**, without regard to its conflict of law provisions. No party may bring a legal action under this License more than one year after the cause of the action arose. Each party waives its rights (if any) to a jury trial in any litigation arising under this License. Note that if the Governing Jurisdiction is not assigned in **Part 3 of Exhibit A**, then the Governing Jurisdiction shall be the State of New York.
- **9.2.** The courts of the Governing Jurisdiction shall have jurisdiction, but not exclusive jurisdiction, to entertain and determine all disputes and claims, whether for specific performance, injunction, damages or otherwise, both at law and in equity, arising out of or in any way relating to this License, including without limitation, the legality, validity, existence and enforceability of this License. Each party to this License hereby irrevocably attorns to and accepts the jurisdiction of the courts of the Governing Jurisdiction for such purposes.





- **9.3.** Except as expressly set forth elsewhere herein, in the event of any action or proceeding brought by any party against another under this License the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable.
- 10. MISCELLANEOUS.
- **10.1.** The obligations imposed by this License are for the benefit of the Initial Contributor and any Recipient, and each Recipient acknowledges and agrees that the Initial Contributor and/or any other Recipient may enforce the terms and conditions of this License against any Recipient.
- **10.2.** This License represents the complete agreement concerning subject matter hereof, and supersedes and cancels all previous oral and written communications, representations, agreements and understandings between the parties with respect to the subject matter hereof.
- **10.3.** The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- **10.4.** The language in all parts of this License shall be in all cases construed simply according to its fair meaning, and not strictly for or against any of the parties hereto. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.
- **10.5.** If any provision of this License is invalid or unenforceable under the laws of the Governing Jurisdiction, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- **10.6.** The paragraph headings of this License are for reference and convenience only and are not a part of this License, and they shall have no effect upon the construction or interpretation of any part hereof.





- **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.

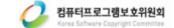
//***THE LICENSE TERMS END HERE (OTHER THAN AS SET OUT IN EXHIBIT A).***//

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 for any 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 for any 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 for any 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 for any 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.

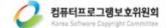
PART 5: NOTICE

_____ [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	Γ	1	

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.
- **C.** Effective upon distribution by a Subsequent Contributor to a Third Party of any Modifications made by that Subsequent Contributor, such Subsequent 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 such Subsequent Contributor that are or would be infringed by the making, using, selling,





offering for sale, having made, importing, exporting, transfer or disposal of any such Modifications made by that Subsequent Contributor alone and/or in combination with its Subsequent Work (or portions of such combination) to make, use, sell, offer for sale, have made, import, export, transfer and otherwise dispose of:

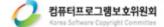
- (1) Modifications made by that Subsequent Contributor (or portions thereof); and
- (2) the combination of Modifications made by that Subsequent Contributor with its Subsequent Work (or portions of such combination);

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

Notwithstanding the foregoing, no patent license is granted under this Paragraph C by such Subsequent Contributor: (1) for any code that such Subsequent Contributor deletes from the Subsequent Contributor Version (or any portion thereof) distributed by the Subsequent Contributor prior to such distribution; (2) for any Modifications made to the Subsequent Contributor Version (or any portion thereof) by any other Person; or (3) separate from the Subsequent Contributor Version (or portions thereof) distributed or made available by the Subsequent Contributor.

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Notwithstanding the foregoing, no patent license is granted under this Paragraph D by such Distributor: (1) for any code that such Distributor deletes from the Distributor Version (or any portion thereof) distributed by the Distributor prior to such distribution; (2) for any Modifications made to the Distributor Version (or any portion thereof) by any other Person; or (3) separate from the Distributor.





E. If Recipient institutes patent litigation against another Recipient (a "**USER**") with respect to a patent applicable to a computer program or software (including a cross-claim or counterclaim in a lawsuit, and whether or not any of the patent claims are directed to a system, method, process, apparatus, device, product, article of manufacture or any other form of patent claim), then any patent or copyright license granted by that User to such Recipient under this License or any other copy of this License shall terminate. The termination shall be effective ninety (90) days after notice of termination from User to Recipient, unless the Recipient withdraws the patent litigation claim before the end of the ninety (90) day period. To be effective, any such notice of license termination must include a specific list of applicable patents and/or a copy of the copyrighted work of User that User alleges will be infringed by Recipient upon License termination. License termination is only effective with respect to patents and/or copyrights for which proper notice has been given.

PART 7: SAMPLE REQUIREMENTS FOR THE DESCRIPTION OF DISTRIBUTED MODIFICATIONS

Each Subsequent Contributor (including the Initial Contributor where the Initial Contributor qualifies as a Subsequent Contributor) is invited (but not required) to cause each Subsequent Work created or contributed to by that Subsequent Contributor to contain a file documenting the changes such Subsequent Contributor made to create that Subsequent Work and the date of any change. //***EXHIBIT A ENDS HERE.***//

