CHARITY OPEN SOURCE LICENSE

Beta1 draft

(Version name: speechless)

5.10.2005

Designed by
Juuso Hukkanen

PREAMBLE.

The licenses for most software are designed to support the economical intentions of those who formulate the particular licenses. This License was originally intended just for donating a new programming language to charity organizations. The ideology (was and) is to try to create a permanent 'source-aid' kind of cooperating community which would make software material which, by the help of charity organizations, could be converted into feeding the hungry and making all kinds of nice impacts. Basically this License tries to promote world improvement, by (1) supporting the actions of world class charity organizations and (2) promoting the building of good aiming software and information resources, simultaneously as it (3) preserves the open source access to licensed material. Importantly this License also enables (4) temporary Closed Source Use for a period of five years, which should make the use of this License affordable even for businesses. Allowing temporary Closed Source Use can be expected to benefit even the open source community, because this approach would ultimately bring highly interesting products available as open source. Basically this License grants all the power, over all the Covered Material, to the selected charity organizations, allowing them to use the Covered Material according to their conscience and skills for promoting things they see as important. For example, this License allows the charity organizations to one day claim the ownership over certain pieces of Covered Material and donate those pieces to some software company in some poor country like Ethiopia. With other words, the charity organizations could one day use the power given by this License to establish high tech software companies anywhere in the world, including the most unlikely and the poorest countries. Allowing this much power to charity organizations is of cause a matter of trust i.e. whether you trust them to carefully consider the consequences of their actions. This License is for promoting the world improvement by promoting the interests of charity organizations and their actions, but in a way which tries to restrict as little as possible of the rights of Licensors, Contributors and You, hopefully this approach is not a problem for You. In order protect the rights of anyone involved, a legally enforceable agreement needs to be made. This License is that agreement, read it carefully.

1. DEFINITIONS.

1.1. General Definitions. This Charity Open Source license applies to any computer program, artistic work, provided information material or offered service for which any person or any entity (the, "Licensor") has elected to use this license and which is accompanied by a notice stating that it is subject to the terms of this Charity Open Source License version 2005 (or subsequent version thereof) ("License"). You do not have to accept this License. However, nothing else grants You permission to use, Externally Deploy, copy or modify the Covered Material or its derivative works; These actions are prohibited by law, if You do not accept this License. Therefore, by using, distributing, copying or modifying the Covered Material (or any work based on Covered Material), You indicate Your acceptance of this License, and all its terms and conditions.

1.2. "Grantors" means any or all of the following charity organizations: Amnesty International, (www.amnesty.org), CARE International (www.care.org), Friends of Earth (www.foe.org), Greenpeace International (www.greenpeace.org), Human Rights Watch (www.hrw.org), International Committee of the Red Cross and Red Crescent (www.icrc.org), International Crisis Group (www.crisisgroup.org), Médecins Sans Frontières / Doctors without borders (www.msf.org), Oxfam International (www.oxfam.org), Open Society Institute (www.soros.org), Reporters sans frontières / Reporters Without Borders (www.rsf.org), Transparency International (www.transparency.org), World Food Programme (www.wfp.org).
Being listed as one of the Grantors does mean that the particular organization is allowed to exercise the Grantors rights according to this License and participate in managing and modifying the License (and subsequent versions thereof). Being listed as one of the Grantors does not mean that each particular organization is currently actively participating in the management of the License or that the particular organization is actively exercising the rights given to it by this License.

1.3. Grantors Council" means a joint group of willing Grantors, which have decided to actively participate in the management of the License and actively exercising the right to participate within the Grantors Council as defined in this this License. All Grantors Council decisions require the common will of the majority of those actively participating Grantors. Importantly the Grantors Council does not need to make any decisions, regarding any matter, ever. You should search information about the potential decisions made by the Grantors Council and how to contact the Grantors Council, using the Grantors ChOS-Pages. All decisions made by the Grantors Council must be made publicly available, as soon as circumstances permit publishing such decisions.

1.4   "Grantors ChOS-Pages" means world wide web information pages, placed on Grantors internet homepages, which are to be used for providing relevant information about (a) Grantors policies regarding issues relevant to this License; and/or

(b) decisions made by Grantors Council. Grantors ChOS-Pages are to be found using any or all of the following www-addresses:

Amnesty International (try. http://www.amnesty.org/ChOS),
CARE International (try. http://www.care.org/ChOS),
Friends of Earth (try. http://www.foe.org/ChOS),
Greenpeace International (try. http://www.greenpeace.org/ChOS),
Human Rights Watch (try. http://www.hrw.org/ChOS),
International Committee of the Red Cross and Red Crescent (try. http://www.icrc.org/ChOS),
International Crisis Group (try. http://www.crisisgroup.org/ChOS),
Médecins Sans Frontières / Doctors without borders (try. http://www.msf.org/ChOS),
Oxfam International (try. http://www.oxfam.org/ChOS),
Open Society Institute (try. http://www.soros.org/ChOS),
Reporters sans frontières / Reporters Without Borders (try. http://www.rsf.org/ChOS),
Transparency International (try. http://www.transparency.org/ChOS),
World Food Programme (try. http://www.wfp.org/ChOS).

1.5. "Rich Countries" shall in this License version (version 2005) mean any or all of the following countries and their legal territories: Andorra, Argentina, Australia, Austria, The Bahamas, Bahrain, Barbados, Belgium, Brunei, Canada, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Japan, Kuwait, Liechtenstein, Lithuania, Luxembourg, Malta, Mauritius, Monaco, Netherlands, New Zealand, Norway, Oman, Portugal, Qatar, San Marino, Singapore, Slovakia, Slovenia, South Korea, Spain, Sweden, Switzerland, Taiwan, United Arab Emirates, United Kingdom, United States, Uruguay.

1.6. "ChOS Projects" means suggested community projects. All active ChOS Projects are listed on a most recent version of the License.

1.7. "Contributor" means any person or entity that creates or contributes to the creation of Modifications.

1.8. "Larger Work" means a work which combines Covered Material or portions thereof with a program or other work which previously was not licensed under the terms of this License.

1.9. "License" means this document (or subsequent version thereof issued under Sections 5.1 and 5.3). The full name of this License is Charity Open Source license, but an abbreviation "ChOS-license" may also be used in some cases. Original version of this license was written independently of the wishes of the Grantors, thus the expressed or implied opinions and views may not represent the views or opinions of the Grantors.

1.10. "Licensor" means any person or entity that has created Original Material and has elected to use this License for it.

1.11. "You"(or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of 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; and / or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

1.12. "Ownership Claim" means a legal action during which the Licensors and each Contributor allow transferring and transfer all their previous copyright and other ownership rights, regarding (in Ownership Claim announcement) specified pieces of Covered Material, to the recipients listed within the Ownership Claim announcement. Ownership Claim and Ownership Claim announcement may not be done by anyone other than the Grantors Council. When a Grantors Council announces an Ownership Claim decision regarding any piece of Covered Material, all previous ownership rights and /or copyrights to those particular pieces of Covered Material are automatically transferred to Grantors Council or to any such third party, which the Grantors Council in its Ownership Claim announcement declares as a legal recipient for the ownership rights for those particular pieces of Covered Material. After the Ownership Claim has been made, the affected pieces of previously Covered Material are no longer licensed under this License, meaning that You must immediately stop using, modifying and distributing such material. However the Grantors Council could and should in its Ownership Claim announcement state which kind of use of the material would still be allowed, for whom, for how long and under what other kinds of terms would apply. The Ownership Claim must be an a voluntary act made solely by the Grantors Council, if it can be shown that some (to Grantors) unpleasant pressure is or has being placed on the Grantors in order to force a certain Ownership Claim decision, the Grantors Council's right to make an Ownership Claim, regarding those particular pieces of Covered Material (or subsequent version thereof), becomes void. The Ownership Claim is the primary tool using which the Grantors can unconditionally affect the Covered Material, and the Grantors Council is expected to use to use this tool in order to (a) eliminate potential chaos, misuse, several criminality or hopelessly bad technological choices; and / or (b) further donate such works to become sole property of companies in some poor countries; and (c) achieve other things which

the Grantors Council considers important to do; e.g. to fulfill a popular request for making a certain piece of Covered Material available as multiple-licensed; as issued under Section 10.6.

1.13. "Personal Use" means use of Covered Material by an individual solely for his or her personal, private and non-commercial purposes.

1.14. "Educational Use" means the use of Covered Material in his or her capacity as a student, a faculty member or a staff member of a degree-granting educational institution (university, college, junior college, high school, middle high school, junior high schools, elementary school) only.

1.15. "Solidarian Use" means use of Covered Material by an individual who is physically not located within any of the Rich Countries or within legal territories belonging to Rich Countries.

1.16. "OpenBSD Use " means using or distributing Covered Material, directly, by using a computer which is not used for running any other operating system than OpenBSD. OpenBSD is a trademark of Theo de Raadt.

1.17. "Commercial Use" means using the Covered Material within other circumstances than those described as being Personal Use, Educational Use, Solidarian Use or OpenBSD Use. For example an individual's use of Covered Material in his or her capacity as an officer, employee, member, independent contractor or agent of a corporation, business or military organization does not qualify as Personal Use or Educational Use.

1.18. "Closed Source Use" means temporarily allowed distribution of Executable Code version of Covered Material, without making the respective Source Code publicly available. Only Grantors Council is allowed to grant permission for Closed Source Use and the Grantors are allowed to charge a fee for granting that right. You are required to obtain the Grantors Council permission for Closed Source Use before Externally Deploying the Covered Material containing product. The granted (end product specified) permission for Closed Source Use lasts five years, measured from the moment when the product was Externally Deployed for the first time. When the allowed Closed Source Use period ends the Source Code to that particular Executable Code, for which the permission was granted, must be made available under the terms of this License. If a product, which has been released in accordance to rules for Closed Source Use, needs some upgrade or update releases during the permitted five years of Closed Source Use, Source Code to any such update/upgrade release version (a) needs a separate permission from the Grantors Council; and (b) must be made available under this License, five years after the initial release of that particular update / upgrade version. Grantors Council is allowed grant You the permissions for Closed Source Use as a bundle grant, consisting for example of a grant to one initial release for a specified end product and grants to its five update releases. With other words, this License does not allow Closed Source Use to any piece of Covered Material for longer than five years.

   While Your allowed Closed Source Use period lasts, for that particular end product, You are allowed to charge a fee, for licensing the particular end product that contains portions of Covered Material. During that allowed period of Closed Source Use, the ones who do license Your product (containing Covered Material), are not required to obtain usage permission from the Grantors. When the allowed Closed Source Use period ends the users of Your product are required to have a valid grantors permission or they do need to immediately stop using the Covered Material containing product. An allowed method for prolonging the period during which Your customers can enjoy Your product, without being required to have obtained Grantors permissions for the use of Covered Material, is if You obtain a new permission for Closed Source Use and get Your customers to use that updated end product version, so that Your customers are never using a Covered Material containing product for which the Closed Source Use period has ended. As a safe guard against predatory use of the right for Closed Source Use, it is important to notice that even if You have obtained a right for Closed Source Use for a certain end product, Your end product is always considered being Covered Material if it contains any piece of other Covered Material and thus, Your product is always, by default, a possible target of an Ownership Claim. On the other hand the Grantors are (according to Section 2.4.4.) bound to minimizing the unwanted effects of Ownership Claims to existing business use.

1.19. "Open Source Software" means computer programs which are licensed under one or more of the following licensing alternatives 1) any Open Source Initiative (see. www.opensource.org) approved open source software license; and / or 2) GNU general public license version 2 (or subsequent versions thereof); and/ or 3) Charity Open Source license version 2005 (or subsequent versions thereof).

1.20. "Software Patent" means one or more of approved patents to an innovation which can be fully utilized or demonstrated in action within a typical low-price (consumer price within EU w/o VAT less than 900EUR) year 2004 model laptop type computer device, which is not connected to external computer devices. Thus all kinds of patents which rely almost entirely on data manipulation techniques such as: compression techniques, encryption algorithms, file system organization methods, antivirus methods, client- server communication techniques, one-click shopping systems and other patented inventions having a 'bit-based or algorithmic nature' are to be considered Software Patents.

1.21. "Quick Termination Fee" means an administrative fee which You agree to pay immediately to all of the thirteen Granters, in case of You allow using any Software Patent in Your control to litigate any user or a manufacturer of a certain

Open Source Software. Each Quick Termination Fee is one hundred million euros (100,000,000EUR), resulting the total amount to be paid to be 1.3 billion euros.

1.22. "Snitch Payment" means a payment to a single person who is first to provide detailed information to Grantors about unlawful Commercial Use of the Licensed Material. The Snitch payment is to be extracted exclusively from the actual payments, which the one who originally committed the unlawful Commercial Use makes to Grantors due to provided information. The amount of Snitch Payment can be up to 25 percentages of the amount, which the one who committed the unlawful Commercial Use pays to Grantors due to that occurred unlawful use. Each Grantor may have their own Snitch Payment policies, but most importantly none of the Grantors is ever required to accept information about unlawful Commercial use from anyone. The very existence of the Snitch Payment is for touching the conscience of those who decide to unlawfully use the time and the works of the community in order to promote their own commercial interests.

1.23. "Modifications" means any addition to or deletion from and/or change to, the substance and/or structure of the Original Material or any previous Modifications and/or the combination of Original Material and any previous modifications. When Covered Material is released as a statically or dynamically linkable library, performing a static or dynamic linking to that library is considered as making Modifications. When Covered Material is released as a series of files, Modifications are: (a) any addition to or deletion from or changing to the contents of a file containing Original Material or previous Modifications; and / or (b) any new file that contains any part of Covered Material.

1.24. "Artificial Intelligence" means machines ability to produce or usefully rearrange data using advanced artificial intelligence algorithms, such as the genetic algorithms, evolution algorithms, neural networks, (advanced) fuzzy logic, self organizing maps and swarm intelligence.

1.25. "Covered Material" means the Original Material or Modifications or the combination of the Original Material and Modifications, in each case including portions thereof, licensed using this License. In addition the corresponding documentation and usage manuals belonging to works released using this License is part of the Covered Material. Covered Material can contain material in one or more of the following types:
(a) computer programs in form of Source Code or Executable Code or the combination of the Source Code and Executable Code, in each case including portions thereof; and/or
(b) information data (e.g. news, dictionary or encyclopedia information);and/or
(c) artistic works (e.g. movies, music, images, text); and/or
(d) offered services (e.g. translations, proofreading, customized designs); and/or
(e) data or other information resource which has been mainly produced according to rules set by Artificial Intelligence within a computer program which itself is Covered Material; at least according to section 1.25(a); and/or
(f) data or other information resource which has been mainly produced by a computer aided type conversion or a translation of covered material.

1.26. "Source Code" means (a) the preferred form of the computer program (a kind of Covered Material) for making modifications to it, including all modules it contains, plus any associated interface definition files, documentation, scripts used to control compilation and installation of Executable Code; and/or (b) a list of source code differential comparisons against publicly available Original Material or another well known, publicly available Covered Material of the Contributor's choice to which the current work is solely based on. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software tools are widely available free of charge.

1.27. "Executable Code" means computer program (a kind of Covered Material) in any other form than Source Code. It is desirable if developers, while making the Source Code, would keep in mind the importance of the easiness of using the Executable Code, and thus try to (a) minimize the amount of absolutely required user actions in performing certain tasks and (b) consider if it is possible to perform certain tasks using automatic adaptation or artificial intelligence.

1.28. "Contributor Version" means the combination of pre-existed Covered Material and Modifications made to it by that particular Contributor.

1.29. "Democracy Dependent Multiplier" is a number which the Grantors may use in calculating the proper administrative fee required for granting the usage permissions for Commercial Use in each of the Rich Countries. Each of the listed Rich Countries has been given a Democracy Dependent Multiplier value between 0.6 and 1.8. The idea is that the less democratic a certain country is, the higher its Democracy Dependent Multiplier value is, causing the fee for Grantors permission to become more expensive.

In order to escape possible accusations of Jingoism (in multipliers selection), Finland must have the highest available Democracy Dependent Multiplier value in all versions of this License. USA must also have the highest available Democracy Dependent Multiplier, but only during the calendar years during which the average percentage share of non-Republican and non-Democrat representatives, within the United States Senate and the United States Congress, remains under 2 percentages. During those particular years, when the said average share of non-Republican and non-Democrat

representants is more than 2 percentages, the Democracy Dependent Multiplier value is to be set the smallest available for any Rich Country. The above described simultaneously rewarding and discriminating view towards the USA is set heavy heartedly, kindly and respectfully not only because of the USA's importance to the world, but also to highlight the obvious faults within USA's election laws which are a mockery of democracy shown by the facts that (a) for about two hundred years a single-member district voting system has allowed only two parties co-exist; and (b) about 90 percentages of US congress and US senate representatives are 55-80 years old white males who always request more and tougher penalties which ultimately has lead more than 1% of US adult population to be in 2005 in prison; and (c) simultaneously as the USA is polluting the world the most its is politically least willing to do anything about it; and (d) the country's non-modern election laws also allowed a known mass murderer, war and environmental criminal to be the leader of the United States during the 2005, without any obvious domestic political will to send the said person to face the international criminal court in Hague. If the United States would allow election votes to be freely inherited over voting districts, there would be many more parties, political opinions and better representation of the people within both the Senate and Congress; also the whole world could thereby become a better place as there would more likelihood for the global will to declare international standards of democracy. If there would be such international standards of democracy, basically no country which once would have been a democracy could fall back into tyranny and such standards would give nations living under tyranny a clear goal for what they want and need to achieve. Also such international standards of democracy would assist in forcing trade partners and receivers of development aid to obtain the required democracy standards. Thus the elimination of the single-member voting district system within the United States is likely among the world's most important things to do. In fact a 'third domino theory' might say that, if the United States becomes a true multi-party democracy, the whole world will.

In this version of Charity Open Source license (version 2005), the Democracy Dependent Multipliers are based on a march 2005 democracy rankings presented by Worldaudit.org; (http://www.worldaudit.org/democracy.htm). Democracy Dependent Multiplier value 1.0 was given [shown within brackets] to those countries for which no comparative democracy rankings were available. Democracy Dependent Multipliers to be used for Rich Countries, (excluding Finland), between 15.8.2005 – 16.8.2006 are as follows: Denmark(0.6), New Zealand(0.6), Sweden(0.6), Switzerland(0.6), Norway(0.6), Netherlands(0.8), Australia(0.8), Canada(0.8), United Kingdom(0.8), Belgium(0.8), Germany(1.0), Austria(1.0), Ireland(1.0), France(1.0), Spain(1.0), [Andorra(1.0), The Bahamas(1.0),Bahrain(1.0), Barbados(1.0), Brunei(1.0), Cyprus(1.0), Iceland(1.0), Liechtenstein(1.0), Luxembourg(1.0), Malta(1.0), Monaco(1.0), Qatar(1.0), San Marino(1.0),] Portugal(1.2), Estonia(1.2), Slovenia(1.2), Uruguay(1.2), Hungary(1.2), Czech Republic(1.4), Slovakia(1.4), Italy(1.4), Mauritius(1.4), Japan(1.4), South Korea(1.6), Greece(1.6), Israel(1.6), Taiwan(1.6), Lithuania(1.6), Argentina(1.8), Singapore(1.8), Kuwait(1.8), Oman(1.8), United States(1.8), United Arab Emirates(1.8).

1.30. "Original Material" means (a) the Source Code, information, artistic works, offered services or other works which were initially made available by the Licensor under this License, including any of the Licensors own follow-up releases, updating or upgrading to material once released under this License; and (b) the object code that has been compiled from Source Code which was originally made available by the Licensor under this License.

1.31. "Externally Deploy" means (a) sublicensing or otherwise making the Covered Material, directly or indirectly, available to anyone other than You; and / or (b) using Covered Material, alone or as part of a larger work, to any services, including but not limited to delivery of content, to anyone other than You.

1.32. "Yellar(s)" shall mean globally available electronic currency, which is defined within this license. The philosophy behind the Yellar was to create an electronic currency which is available even to users within poor countries, so that people in those countries would not be sosio-technologically left out of development, while the rest of world is learning to use computer networks as a platform for doing business. The Yellars shall be automatically usable and verifiable, without any usage or verification costs. Yellars shall be mostly anonymous, but the transfer mechanisms must be build such that they in some cases can be set to, allow a limited traceability of the Yellar receivers' identity. Availability and automatic transfer mechanisms, should aid in making the use of Yellars technologically attractive, because such currency allows building new kinds of useful products and services; (such as spam-free e-mail systems, pirate-free p2p storage solutions and crook-free online auctions) by allowing demanding Yellars as a bail or a payment for ensuring the legal content or intentions.

Yellars need to be 'hard currency' and exchangeable to any other currency using any exchange rate which both the seller and buyer agree. The theoretical value of one Yellar was set, at noon GMT on 2005/8/15, to be exactly five percentages (1 / 20th part) of a value of one Euro; the currency of the European Union. After the 2005/8/15 the theoretical value of a Yellar shall equally follow the inter-valuation of the Japanese Yen, the EU's Euro and the United States Dollar. at noon Greenwich mean time (GMT) on 2005/8/15 the value of one Euro was 135.53 times the value of one Japanese Yen and the 1.2370 times of a value of one US dollar, which is enough background information for calculating the correct theoretical value of a Yellar against any currency at any time, as long as the composition of the currency 'basket' remains the same. Only the Grantors Council has a right to decide of adding or removing currencies to or from the currency 'basket', which the theoretical value of the Yellar must always be based on.

The practical valuation of Yellar is to be affected by the fact that the Grantors must accept (legal) Yellars, for their full theoretical value, as a payment for giving usage permissions to Covered Material. In addition if You use Covered Material within Your internet site, in which You offer to show commercial advertisements to public, You must also allow payments for such commercial advertisements using Yellars for their full theoretical value. Each Grantor and You have a right to refuse to accept payments using such offered Yellar-look-alikes, for which there is reason to believe that they have been counterfeited or otherwise illegally manufactured.

Only the Grantors Council is allowed to grant a permission to manufacture Yellars. Until the Grantors Council has given such license to manufacture an announced number of Yellars, no person or entity has a right to manufacture any amount of Yellars. However Vesa Juhani (a.k.a Juuso) Hukkanen is given a right to distribute no more than three million 'Yellar-options', to the developers of the t3d Programming Language tools and ChOS-Projects. The distribution of Yellar-options must be done fairly and according to rules available for public reviewing. Thus the maximum value of (legal) 'Yellar-options' is 150,000EUR; (value calculated using the exchange rate available on 2005/8/15). 'Yellar-options' may not be distributed to anyone after the end of the Year 2007. The Grantors Council must decide to allow converting the granted 'Yellar-options' to actual Yellars (at ratio 1: 1), before allowing any person or entity to manufacture Yellars. The reason for allowing the distribution of 'Yellar - options ' is (a) to facilitate building of data utilities required for the usage of actual Yellars; and (b) to facilitate building of t3d Programming Language tools and selected ChOS-Projects; and (c) to practice with the concept of using the Yellars; and (d) because some limited amount of Yellars need to be somehow (but quite fairly) distributed, so that the use of Yellars as a currency can one day be initiated.

1.33. "t3d Programming Language" and the structure of t3d function prototype are trademarks of Vesa Juhani (a.k.a. Juuso) Hukkanen. A permanent and fair worldwide use of both mentioned trademarks is allowed within all Covered Material. Detailed information about t3d Programming Language" and the structure of t3d function prototype are provided in Exhibit A. Official "t3d Programming Language" releases are developed and distributed through an internet site http://www.tele3d.com . Usenet Newsgroup #comp.lang.t3d will later be established for diverse discussions relating to ChOS Projects and t3d Programming Language and this License. In order to help the Grantors to recognize software under 'their' licensing control, all Covered Material which contains portions of "t3d Programming Language" must be licensed exclusively under this License, not for example as "Multiple-Licensed". Grantors Council may allow certain exceptions for a limited use of t3d Programming Language, within specified pieces of such previously Covered Material, which later was donated to become sole property of a poor country software company. Grantors Council is also (hereby) given a permanent and irrevocable right to make an Ownership Claim (or otherwise request and automatically get the full ownership rights) for both trademarks: 't3d Programming Language' and 'the structure of t3d function prototype', similarly as to any typical piece of Covered Material. The relatively tight connection between this License and the t3d Programming Language is (a) to achieve a positive cycle in which the success of other will lead to further success of the other; and (b) due to historic reasons, as stated earlier this License was originally created for donating the t3d Programming Language to charity organizations. On the other hand if the Grantors, while designing new versions of this License regard the Licenses strong linking with the t3d Programming Language as a negative issue, they can readily decide to remove most details and references to t3d Programming Language from future versions of this License.

2. GRANT OF RIGHTS.
2.1.1 Licensors Grant.
If You have a currently valid permission from the Grantors to use Covered Material, the Licensor hereby grants You (a) a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims and under intellectual property rights (other than patent or trademark) licensable by the Licensor to use, reproduce, modify, publicly display, perform, sublicense and Externally Deploy the Original Material(or portions thereof) with or without Modifications, and/or as part of a Larger Work, as long as You have a valid usage permission from the Grantors for the Covered Material; and (b) a world-wide, non-exclusive, no-charge, royalty-free, patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Covered Material, however limiting the patent license only to those patents that are necessarily infringed by the Original Material alone or when the Original material is converted to a Larger Work with similar and / or intended and / or logically foreseeable nature as the Original Material. No hardware per se is licensed hereunder, but the hereby licensed patents are required to have a central computer program like and / or computer algorithmic nature.

2.1.2 Licensors Grant (cont.). Licensor represents that to its knowledge the provided Original Material is (a) Licensor's original creation; and / or (b) Licensor has sufficient rights to grant the rights conveyed by this License.

2.1.3 Licensors Grant (cont.). Licensor grants to the Grantors Council a right (a) to make an Ownership Claim to any piece of Covered Material; and (b) to grant any third party a temporary right for Closed Source Use of any piece of Covered Material. Licensor represents to understand what the Covered Material, Ownership Claim and Closed Source Use

do mean according to this License. In addition Licensor represents to understand that in order to perform well, the ChOS developer community, may in some rare cases need some external coordination given or mediated by the Grantors, so any Grantors request relating Covered Material will be seriously considered by the Licensor.

2.2.1 Contributors Grant

If You have a currently valid permission from the Grantors to use Covered Material, each contributor hereby grants You (a) a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims and under intellectual property rights (other than patent or trademark) licensable by the Contributor to use, reproduce, modify, publicly display, perform, sublicense and Externally Deploy the Modifications created by Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Material and/or as part of a Larger Work as long as You have a valid usage permission from the Grantors for the Covered Material; and (b) a world-wide, non-exclusive, no-charge, royalty-free, patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Covered Material. However each Contributor limits the provided patent license to those patents that are necessarily infringed by the Covered Material, which maintain the overall nature or indented use as was logically foreseeable when the particular Contributor did Externally Deploy a relevant Contributor Version. No hardware per se is licensed hereunder, but the hereby licensed patents are required to have a central computer program like and / or computer algorithmic nature.

2.2.2 Contributors Grant (cont.). Each Contributor represents that to its knowledge the Modifications provided by a particular Contributor are (a) Contributor's original creation; and / or (b) Contributor has sufficient rights to grant the rights conveyed by this License.

2.2.3 Contributors Grant (cont.). Each Contributor grants to the Grantors Council a right (a) to make an Ownership Claim to any piece of Covered Material; and (b) to grant any third party a temporary right for Closed Source Use of any piece of Covered Material. Each Contributor represents to understand what the Covered Material, Ownership Claim and Closed Source Use do mean according to this License. In addition Each Contributor represents to understand that in order to perform well the ChOS- developer community, may in some rare cases, need some external coordination given or mediated by the Grantors, so any Grantors request relating Covered Material will be seriously considered by each Contributor.

2.3.1 Your Grant.

You represent to understand that although the Licensor and each Contributor licenses You the rights to use Covered Material according to this License, no assurances are provided by the Licensor or any of the Contributors or Grantors that the Program does not infringe the patent or other intellectual property rights of any other entity. Licensor and each Contributor and Grantors do disclaim any liability to You for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition for exercising the rights and licenses granted hereunder, You hereby assume sole responsibility to secure obtainment of any other,(if any), needed intellectual property rights. For example, if a third party patent license is required to allow You to distribute a certain piece of Covered Material, it is Your responsibility to acquire that license before distributing the particular piece of Covered Material.

2.3.2 Your Grant (cont.). You agree not to use any information derived from Your use and/or review of the Covered Material, including but not limited to any algorithms or inventions that may be contained within the Covered Material, for the purpose of asserting any of Your Software Patent rights, or assisting a third party to assert any of its Software patent rights, against any Licensor, any Contributor or any of the Grantors. If You are later shown (beyond reasonable doubt) to have been breaking against the regulations written under this Section (Section 2.3.2), You agree to immediately pay five million euros (5,000,000EUR), to each Grantor

2.3.3 Your Grant (cont.).You agree not use any information directly derived from Your use and /or review of the Covered Material, including but not limited to any algorithms or inventions that may be contained within the Covered Material, for the purpose of obtaining any new Software Patent rights, or assisting a third party to obtain any new Software Patent rights. If You are later shown (beyond reasonable doubt) to have been breaking against the regulations written under this Section (Section 2.3.3), You agree to immediately pay five million euros (5,000,000EUR), to each Grantor

2.3.4 Your Grant (cont.). You agree to bay a Quick Termination Fee and allow You and products manufactured by You to be insulted freely and severely, within any piece of Covered Material, if You are found to have been using or allowing using any of the Software Patents in Your control in litigating any Open Source Software or its authors or users.

2.3.5 Your Grant (cont.). You hereby represent to understand (a) that the Grantors Council has a right to make an Ownership Claim to any piece of Covered material, even regarding any such piece of Covered Material which You prefer to use on daily basis; and (b) what the Covered Material and the Ownership Claim do mean according to this License.

2.3.6 Your Grant (cont.). If You have currently valid permission from the Grantors for Closed Source Use of Covered Material, You agree to follow the details separately agreed with the Grantors Council regarding such Closed Source Use, as well as those regulations which are stated within this License.

2.3.7 Your Grant (cont.). If You use Covered Material within Your internet site, in which You offer to show commercial advertisements to public, You hereby agree to allow payments for such advertisements using (legal) Yellars as a currency for their full theoretical value. In addition You must clearly notify a potential advertiser for a possibility of using Yellars as a currency for paying for online advertisements.

2.4.1 Grantors Grant.
The Grantors hereby grant You a permission to use all Covered Material within Private Use, Educational Use, Solidarian Use or OpenBSD Use. If Your indented use does not qualify as Private Use, Educational Use, Solidarian Use or OpenBSD Use, You need to obtain a written non-transferable timely limited permission for your intended use of Covered Material from any of the Grantors, before You are allowed to use any of the Covered Material. Each of the Grantors may have their own policies for granting You the permission to use Covered Material, but any of the Grantors may grant You an equally valued such permission. The Grantors usage permissions for Covered Material are valid at most two years at a time and a Grantor organization may charge a fee for granting such permissions for Commercial Use.

2.4.2 Grantors Grant. (cont.). Grantors acknowledge that this License gives the Grantors Council (formed by all willing and actively participating Grantors) a right to make an Ownership Claim to any piece of Covered Material. Grantors understand that this right (a) should only be used with a great deal of consideration; and (b) may be an excellent tool for eliminating for example online crime(e.g. drug trafficking, extortion) or the use of bad (e.g. patented) technologies; and (c) can help in creating technology companies in places which really need and deserve such. Grantors represent to understand that a careless use of the power to make an Ownership Claim risks losing the trust, but on the other hand because the Licensors and the Contributors accept and use this License, they might expect the Grantors Council to use the given right to make an Ownership Claim from time to time.

2.4.3 Grantors Grant. (cont.). In case a piece of Covered Material is later donated to become a business property of some poor country company, the Grantors Hereby promise to obtain, before making the actual donation, nice official 'Thank You' diplomas from the government (if any) ruling around the location of the headquarters of material receiving company. Those diplomas must then be delivered to each (found) Licensor and Contributor who is listed on LEGAL.txt files accompanying those versions of Covered Material which later become donated.

2.4.4 Grantors Grant. (cont.). Grantors represent to understand that they need to try to avoid interfering with existing business use and external customer relations and therefore formulate the agreements, statements and announcements so that within all Ownership Claim situations the unwanted impacts become reasonable small.

2.4.5 Grantors Grant. (cont.). Grantors represent to understand that the right of Grantors Council to claim the ownership to certain versions of Covered Material becomes void, if there appears to be a third party who is forcefully demanding, threatening or otherwise trying to force any of the Grantors or the Grantors Council to use the right to claim ownership. In addition Grantors hereby promise to make a public announcement immediately if they experience any unpleasant pressure requesting making of an Ownership Claim for certain pieces of Covered Material. Following examples demonstrate some potential ownership claim situations and how those situations should be handled in accordance to this License.

a)   If a Grantor X would one day announce that a certain company Y threatens to sue X if the Grantors Council would not stop the development of certain Contributor Versions which Y claims to be infringing their Software Patent. RESULT: Due to apparent external forcing, the Grantors Council automatically loses its right to claim ownership to Contributor Versions containing that particular technology.

b)   If the Grantors Council would one day announce that they have reached a billion euro deal, with for example movie industry, for implementing certain a DRM technology into certain (under this License distributed) file sharing application and thereby claiming (for example in 3 months time) the ownership to all Contributor versions lacking the DRM technology. RESULT: in three months time no one would be allowed to use, distribute or support those applications lacking the DRM technology.

c)   If the Grantors Council would one day announce that they have reached a deal with the government of Ethiopia, about starting a new software company XYZ in Addis Ababa and granting it the sole ownership of software utilities A, B, C, D and E. RESULT: The donated Software utilities A, B, C, D and E would in the future be sole property of XYZ, which could use these utilities in doing normal business the best way it can. A mandatory pre-requirement before making the actual material donation to XYZ is that the Ethiopian government provides a nice 'Thank You' diploma to each

of the Licensors and Contributors listed on LEGAL.txt files of donated material. Such diplomas should then be distributed to (all found) recipients according to methods preferred by the Grantors.

d)　　　　　If the Grantors would one day announce that (unfortunately) a ChOS project Q has become a work of three competing development groups, all of which use non-compatible methods for performing task R, which leads to difficulties for third parties in writing utilities which use ChOS project Q as a platform. To eliminate technological scattering the Grantors suggest the development groups to agree about common interface techniques within the next three months. RESULT: all three development groups would know that unless they do agree to co-operate, in three months time the Grantors could stop two of the competing techniques, the risk of which should be enough to motivate agreeing about common interface technique.

2.4.4 Grantors Grant. (cont.). Grantors hereby agree to accept (legal) Yellars as a payment (for their full theoretical value), for giving usage permissions for Commercial Use of Covered Material.

3. Distribution Obligations.

3.1 Application of License.

Any particular piece of Covered Material is permanently governed by the terms of this License, unless the Grantors Council do make an Ownership Claim targeting that particular piece of Covered Material. You may not offer or impose any terms on any piece of Covered Material that alters or restricts the applicable version of this License or the recipients' rights granted by this License.

3.2 Availability of Source Code.

Any Modification to (under the terms of this License licensed) computer program, which You create or to which You contribute, must be made available also in a Source Code form under the terms of this License. The available making is to be achieved either by (a) including the Source Code available on the same distributable media unit (e.g. CD disk) as the Executable Code; and / or (b) including a prominent, available and easy to use URL address, to the info or about section of the Executable Code, using which anyone can easily download the source code of that particular Executable Code. Source Code which is made available by using the option of giving the download address, must remain available for at least fifteen (15) months after the date when its Original Material became available to public, or at least nine (6) months after that particular Contributor Version was first made available to public. The only allowed exception for not making the Source Code available, simultaneously with the Executable Code, is if the Grantors Council has granted You a temporary five year permission for Closed Source Use of Covered Material.

3.3 Description of Modifications.

You must cause the Source Code to which You make Modifications to contain a date and a documentation of those changes, either (a) in an included file CHANGES.txt which is to be distributed thereafter with the Source Code distributions; or (b) inside each of those Source Code files to which the changes were made. You must also make sure that each Contributor Version continues to name, (in LEGAL.txt), all the Original Material(s) from which the Contributor Version is derived. If You make Modifications to Original Material of to previous Contributor Versions, You may add Your name as a Contributor to the LEGAL.txt file issued as under Section 3.4.

3.4 Informing about IPR claims and rights

If a Licensor or a Contributor has knowledge that using (even via provided API) , distributing or modifying a certain piece of Covered Material would require obtaining license from a third party due to intellectual property rights, Licensor and/or Contributor must include a text file with the Source Code distribution titled LEGAL.txt, which describes the intellectual property claim and the party making the claim in sufficient detail, so that a recipient will know whom to contact. Such LEGAL.txt file can and should also be used for containing other legally important issues, such as name(s) of Original Material(s), Licensor(s), Contributors and legal restrictions. If a Licensor or a Contributor obtains the knowledge of third party IPR claims, after making a piece of Covered Material available, that Licensor or Contributor shall need to take effective steps for informing those who might have received versions of Contributed Material which the noticed IPR claim might affect. Effective steps for informing about the potential IPR conflict could include for example notifying appropriate developer forums, mailing lists and usenet newsgroups; including but not limited to informing possible #comp.lang.t3d usenet newsgroup.

3.5 Closed Source Use.

If the Grantors Council has granted You a temporarily right for Closed Source Use of Covered Material, You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Your product which contains Covered Material. However, You may do so only on Your own behalf, and not on behalf of the Licensors, any of the Contributors or any of the Grantors. YOU MUST MAKE IT ABSOLUTELY CLEAR THAT ANY SUCH WARRANTY, SUPPORT, INDEMNITY OR LIABILITY OBLIGATION IS OFFERED BY YOU ALONE, AND YOU MUST OBTAIN THE RECIPIENT'S AGREEMENT FOR ACCEPTING THE FACT THAT WARRANTY, SUPPORT, INDEMNITY OR LIABILITY OBLIGATION ARE OFFERED BY YOU ALONE, AND YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD LICENSORS, GRANTORS AND ALL CONTRIBUTORS HARMLESS FOR ANY LIABILITY INCURRED BY OR CLAIMS ASSERTED AGAINST LICENSOR, CONTRIBUTORS OR GRANTORS AS A RESULT OF WARRANTY, SUPPORT, INDEMNITY OR LIABILITY TERMS YOU OFFER. THIS GUARANTEE TO EXCLUDE GRANTORS, LICENSORS AND CONTRIBUTORS FROM ANY WARRANTY, LIABILITY OR SUPPORT STATEMENT CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO CLOSED SOURCE USE OF ANY OF THE COVERED MATERIAL IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

In addition You agree to make sure that when the Source Code of Your product will be available to public under this License, You shall provide a separate version of that product which does no longer contain any kind of statements about any kinds of provided warranties, support or liabilities which would be in conflict with the general "AS IS", NO WARRANY, NO SUPPORT, NO LIABILITY statements presented in this License.

3.6 Required Notices.

(a) to Source Code.
You must make sure that each Source Code file, which is licensed under this License, clearly states the following:

"Licensed under the terms of Charity Open
Source License version 2005 (or later). You
can obtain your copy of a License from
< LOCATION or URL ADDRESS to a LICENSE COPY>."

Where You shall replace the < LOCATION or URL ADDRESS to a LICENSE COPY>, with an available file location or URL address, using which anyone can obtain a copy of this License. If Your Source Code does contain numerous standard parts of t3d-Programming Language, You are not required to list, into Your Covered Material's LEGAL.txt file, the names of those components or the names of those individuals who had contributed to Your piece of Covered Material only by contributing to those standard pieces of t3d-Programming Language. The previous exception is because each standard piece of t3d Programming Language may contain porting, checking, documenting and testing works of tens of different Contributors. However if Your Source Code files contain portions of t3d - Programming Language, You must include a following notice into LEGAL.txt or into each of the t3d Programming Language containing Source Code files:

"t3d programming language and the structure of t3d function
prototype are trademarks of Juuso Hukkanen."

(b) to Executable Code.
Executable Code which contains Covered Material must, when used in the most ordinary way, show a prominent marking including an appropriate copyright notices and a notice which says that there is no warranty. The Executable Code must also contain a following available and prominent marking in its about or other appropriate section such as the section where You describe the copyrights and/or version information.

***********BEGIN Executable Code about box notice ************
Licensed under the terms of Charity Open Source License
version 2005 (or later). You can obtain your copy of a License from
< LOCATION or URL ADDRESS to a LICENSE COPY>.
This product is provided AS IS and with no warranty.
The Source Code of this software can be obtained from
< LOCATION or URL ADDRESS of SOURCE CODE >.
In order to use this software, You must have a valid usage permission
from one of the following charity organizations:
Amnesty International (try. http://www.amnesty.org/ChOS),
CARE International (try. http://www.care.org/ChOS),
Friends of Earth (try. http://www.foe.org/ChOS),

Greenpeace International (try. http://www.greenpeace.org/ChOS),
Human Rights Watch (try. http://www.hrw.org/ChOS),
International Committee of the Red Cross and Red Crescent (try. http://www.icrc.org/ChOS),
International Crisis Group (try. http://www.crisisgroup.org/ChOS),
Médecins Sans Frontières / Doctors without borders (try. http://www.msf.org/ChOS),
Oxfam International (try. http://www.oxfam.org/ChOS),
Open Society Institute (try. http://www.soros.org/ChOS),
Reporters sans frontières / Reporters Without Borders (try. http://www.rsf.org/ChOS),
Transparency International (try. http://www.transparency.org/ChOS),
World Food Programme (try. http://www.wfp.org/ChOS).
***********END OF Executable Code about box notice **************

Where You shall replace the < LOCATION or URL ADDRESS to a LICENSE COPY>, with an available file location or URL address, using which anyone can obtain a copy of this License. In addition You shall replace the < LOCATION or URL ADDRESS of SOURCE CODE >, with an available file location or URL address, using which the user can obtain the Source Code of that particular Executable Code. You are allowed (and even suggested) to re-arrange the order of charity organizations within the statement, as long as Your about box lists them all. In addition, if Your Executable Code contains portions made using the t3d - Programming Language and has an ability to show customized GUI based error messages, the world "error", or worlds of similar nature, must be replaced from all such error messages with a world "Finland".

(c) Closed Source Use of Covered Material.
If the Grantors Council has granted You a temporarily right for Closed Source Use of Covered Material, You still need to include the following licensing statement clearly visible into Your product and its usage Manual:
"Contains material which is Licensed under the
terms of Charity Open Source License version 2005 (or later).
The source code to this product will be available under the
terms of Charity Open Source License on <YEAR/MONTH/DAY>
from the following download location<URL ADDRESS>".

Where You shall replace the <YEAR/MONTH/DAY>, with a date of the release of the Source Code of that particular Executable Code. In addition You shall replace the <URL ADDRESS>, with an URL address, using which anyone can obtain the Source Code, when it is made publicly available.

(d) to other forms of Covered Material.
You must make sure that all Covered Material which when distributed is accompanied with a following licensing statement:

"Licensed under the terms of Charity Open
Source license version 2005 (or later). You
can obtain your copy of a License from
< LOCATION or URL ADDRESS to a LICENSE COPY>."

Where You shall replace the < LOCATION or URL ADDRESS to a LICENSE COPY>, with an available file location or URL address, using which anyone can obtain a copy of this License. The above presented licensing statement should be placed to a location where the users of that particular Covered Material could easily access it and also could hardly avoid seeing it. As an example, if Covered Material is placed on an internet homepage, the Licensing statement should be placed (visible) somewhere at the same page. In some cases it may be needed, for example due to nature of Covered Material (e.g. some online information services), to include a clickable button for forcing the users to confirm that they understand the Covered Material being licensed under this License. Thus the basic rule is that anyone who gets into contact with any Covered Material, must be able to notice it readily.

3.7. Creation of Larger Works.
You may create a Larger Work by combining Covered Material with other material not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for such Covered Material.

4. Fees to Grantors.

4.1. Nature of the Grantors Fees.

As stated earlier the only ones who are, according to this License, allowed to charge diverse fees relating to use of Covered Material are the Grantors. However the situation is not that simple, because the ones demanding You to pay for Commercial Use are the Licensors and the Contributors, not the Grantors. What the Licensors and the Contributors are actually demanding is that for allowing the Commercial Use of their works, You are required to make a donation to one of the Grantors; to the one which You like the best or which You think deserves Your donation the most. You must understand that it is a bit controversial strategy to require donations for the use of open source software, but on the other hand any other charging model would probably be more unfair. The role of the grantors is almost exclusively in granting usage permissions for commercial use, thus the grantors do not need to ever come into contact with the Covered Material You are using and they don't even need to know for what material or service (if any) You are requesting such usage permission. In fact You are not required to have a practical need for usage permission for Covered Material, for obtaining such usage permission. For example the Grantors permissions could be handy in cases when You are just looking for exiting new possibilities for making a donation to Your favorite charity organization i.e. You could one day decide to call Your favorite among the Grantors and for example obtain seventeen Grantors permissions. However those obtained seventeen Grantors permissions would basically be similar as those Grantors permissions which some business users would need, in order to be allowed to use products and services provided be Licensors and Contributors. Tax deductibility of Grantors fees might not be available (anywhere). Consult the Grantors ChOS-Pages and Your legal and financial advisors, on whether the paid Grantors fees might be tax deductible there where You live.

4.2. Permission Fees Are Per Computer Units.

The required amount the needed Grantors permissions is based on a on the number of computer units using or containing Covered Mater, and not based on number of persons using such computer units. The Grantors may give You an user identification key, written proof of a given grant, a receipt of obtained permissions or other proof showing that You have obtained valid a permissions for the purpose of using the Covered Material. The physical form of the 'proof' may later evolve significantly and maybe in some stage there might be a central register of all granted permissions. Grantors ChOS-Pages might contain information about how the obtained information will be used.

5. Versions of the License.

5.1. New Versions.

Any of the Grantors, may publish revised and/or new versions of the License from time to time, but only when the formulation of the new License version is fully agreed by all the other actively participating Grantors. Each version will be given a distinguishing version number. All future versions of this License are required to contain the same text (a) as is in that chapter (1.29) which describes the motivation behind Finland's and USA's special Democracy Dependent Multipliers; and (b) as is written into Sections 10.12 of this version of Charity Open Source license (version 2005); and as is written into Section 3.6(b), of this version of Charity Open Source license (version 2005), about the handling of error messages within the programs made using t3d Programming Language.

5.2. Effect of New Versions.

If the Covered Material has been originally published under a particular version of the License, You may always continue to use that particular Covered material under the terms of that License version. You may also choose to use such Covered Material under the terms of any subsequent version of the License, provided that the License version is published by any of the Grantors. It still needs to be underlined that according to this license, the Grantors Council basically has all the required power to decide over all the licensing issues of all the Covered Material, because the Grantors Council has a right to make an Ownership Claim to any piece of Covered Material. After an ownership claim the Grantors Council could for example re-release the same material under any version of this License and for example under an additional Open Source Software license.

5.3. Power to influence the future versions of the License

Each of the thirteen Grantors has a permanent right to participate in the management and development of the License. Those individual Grantors who wish to participate in management and the development of the License can and should co-operate with each others. The will of the majority of the actively participating individual Grantors shall always rule over the will of individual Grantors in all matters related to this License

6. NO WARRANTY.

COVERED MATERIAL IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED MATERIAL IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED MATERIAL IS WITH YOU. SHOULD ANY PIECE OF COVERED MATERIAL PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT ANY OF THE GRANTORS OR LICENSORS OR ANY OF THE CONTRIBUTORS) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS NO WARRANTY DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED MATERIAL IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

Before using any of the Covered Material You represent to understand that any piece of Covered Material has likely been build as a private hobby project and maybe just for fun, and that is partly why there might not be proper user manuals or the given instructions might be misleading or inaccurate. Thus You must acknowledge that the Covered Material is not intended for use in high risk activities, including, but not limited to, the design, operation, maintenance or construction of nuclear facilities, aircraft navigation, aircraft communication systems, or air traffic control machines in which case the failure of the Covered Material could lead to death, personal injury, or severe physical or environmental damage.

7. TERMINATION.

7.1 Nature of the terms of License

The terms of this License are perpetual unless terminated as provided below. The rights granted to You by this License will terminate:

(a) automatically without notice from Licensor or any of the Grantors, 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; or

(b) automatically without notice from Licensor or any of the Grantors if You participate (at any time during the term of this License) in commencing an action for Software Patent infringement against Licensor, any of the Contributors, any of the Grantors or any of the users of specified Covered Material; or

(c) upon a date which is put into an announced Ownership Claim statement and which is agreed by the Grantors Council. Such Ownership claim announcements are to be publicly displayed on one or more of Grantors ChOS-Pages; it is Your responsibility to monitor Grantors ChOS- Pages and relevant Usenet newsgroups, (including but not limited to #comp.lang.t3d), for the possibility to such Ownership Claim announcements. This kind of license terminating announcement may be used for example when the Grantors Council wants to make an ownership claim regarding a piece of Covered Material and / or when a Grantors Council just wants to terminate some kind of unhealthy use of Covered Material. Only the Grantors Council is allowed to, by a written statement, terminate any or all of Your obligations and / or other enforceable parts provided to You by this license.

7.2 Effect of termination of parts or this entire License

(a) termination according to Sections 7.1.a and 7.1.b. Upon termination, You agree to immediately stop any further use, reproduction, modification, sublicensing and distribution of the Covered Material and to destroy all copies of the Covered Material that are in your possession or control. All sublicenses (excluding distributors and resellers) to the Covered Material which have been properly granted prior to termination of Your rights shall survive the termination of Your rights according

to this License. Provisions which describe Your obligations according to this License shall survive the termination of Your rights under this license.

(b) termination according to Sections 7.1.c. Upon termination, You agree to immediately stop any further use, reproduction, modification, sublicensing and distribution of the specified versions of Covered Material, regarding which the Grantors Council has made the Ownership Claim. Grantors Council will announce, about what is to be the future of those by Ownership Claim affected versions of Covered Material.

(c) no party will be liable to any other for compensation, indemnity or damages of any sort as a result of terminating any rights or obligations in accordance with the terms of this License. Termination of the rights and/ or obligations and / or other parts of this License is to be prioritized higher than any other right or remedy of any party.

8. LIMITATION OF LIABILITY.

TO THE EXTENT WHICH IS NOT PROHIBITED BY LAW, IN NO EVENT SHALL ANY OF THE LICENSORS OR ANY CONTRIBUTOR OR ANY OF THE GRANTORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF OR RELATING TO THIS LICENSE OR YOUR USE OR INABILITY TO USE THE COVERED MATERIAL. EVEN IF THE LICENSOR OR ANY PERTICULAR CONTRIBUTOR OR ANY OF GRANTORS WOULD HAVE BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall the Licensor's and/or any Grantors and/or Contributors total liability to You for all damages (other than as may be required by applicable law) under this License exceed the amount of two euro cents (0.02 EUR). Nothing which is contained in this License shall prejudice the statutory rights of any party dealing as a consumer.

9. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with one or more of the terms of this License with respect to some or all of the Covered Material due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the Covered Material affected by such limitation. Such description must be included in the LEGAL.txt file (issued as under Section 3.4) and must be included with all distributions of the affected Covered Material. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

10. Miscellaneous.

10.1. Entire Agreement
This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the remainder of this License will continue in full force and effect. All rights regarding the Covered Material, which are not expressly granted under this License are reserved.

10.2. Governing Law
This license is governed by the laws of the European Union and the state of Sweden. All disputes arising from or relating to this License, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration procedure shall take place in Stockholm, Sweden using the English language. For more information about the practical arbitration rules and practices, read the information at www.sccinstitute.com

10.3. Relationship of parties.
This License will not be construed as creating a partnership, an agency, a joint venture or any other form of legal association between or among You, Licensors, Grantors or any of the Contributors.

10.4. Waiver
Failure by Grantors, Grantors Council, Licensors 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.

10.5. Laws regarding the drafter language.
Any law or regulation according to which the language of a contract shall be construed against the drafter will not apply to this License.

10.6. Multiple licensed code.
Licensor may designate portions of the Original Material as "Multiple-Licensed". "Multiple-Licensed" means that the "Licensor" permits you to utilize portions of the Original Material under Your choice of alternative Open Source Software licenses. Licensor must declare the Original Material as "Multiple-Licensed" prior to Modifications made by any of the Contributors. Such notice should be kept in LEGAL.txt file which is issued as under Section 3.4. In case a certain piece of Covered Material is later wanted to be "Multiple-Licensed", Grantors may, if it is important, assist in making the said Covered Material "Multiple-Licensed", by making an Ownership Claim and then re-releasing the particular material as "Multiple-Licensed".

10.7. Ownership.
Subject to the licenses granted under this License, Licensor retains all rights, title and interest in and to the Original Material and any Modifications made to that work as long as it retains the same overall purpose for which the Licensor originally planned it to be used. Each Contributor retains all rights, title and interest in and to any Modifications made by that particular Contributor. Grantors Council has a right to make an Ownership Claim to any version of Covered Material at any time. In addition Grantors Council may give third parties a temporary right for Closed Source Use of Covered Material. After making the Ownership Claim, Grantors Council is also allowed to transfer the whole ownership of certain versions of previously Covered Material to third parties, e.g. to poor country software companies. The Licensors and the Contributors have all the ownership rights to their own works under this License, but only if the Grantors Council do not decide to make an Ownership Claim. If an Ownership Claim is made and after that the work is re-released under this License, the earlier rights are to be returned as largely as possible to such as the rights were before the Ownership Claim. All the trademarks mentioned in this license are properties of their respective owners.

10.8. Snitch payment.
Each Grantor may have different policies regarding Snitch Payments, basically such activity can be initiated any time or never, see the Grantors ChOS-Pages for more information whether such policies are to be initialized or already in use.

10.9. Privacy of making Modifications.
This License allows You to make private Modifications, which You are not required to Externally Deploy to any third party, if You don't Externally Deploy (to any third party) any such material which contains, directly or indirectly, portions of Your Modifications. However if You decide to Externally Deploy Your Modifications in any form, You must allow all the others to modify and make Modifications based on those Modifications which You made. In order to make private Modifications, You are still required to have a valid usage permission (for the Covered Material) from the Grantors.

10.10. Building of ChOS Projects.
Grantors are allowed to update a list of suggested community ChOS Projects in subsequent versions of the License. The list of suggested ChOS Projects may contain at any time at most 30 different projects. Removal of any of the ChOS projects from the License may occur not earlier than after five years of the addition of that particular ChOS Project into the License. Links to ChOS projects under active development should later be found from (a) Grantors ChOS-Pages, (b) Usenet-newsgroup #comp.lang.t3d, (c) http://www.tele3d.com/ChOS (d) or possibly by using a search option on popular source archives such as www.sourceforge.net or www.tigris.org. ChOS projects are to be, by default, licensed under this License and anyone may initiate a competing version of any of the particular ChOS Projects.

10.11. List of suggested ChOS Projects 2005-2010.
(1) Vote-Receipt, (2) World Religious Calendar, (3) Global corruption rumors, (4) Human-rights violations rumors, (5) Global book of laws, (6) Showcase Tellus, (7) Pan-Lingus, (8) Democracy evaluating equation, (9) Medi-linker, (10) Yellar - currency, (11) ChOS - market, (12) p2p-4U, (13) Global history book, (14) Uni-word, (15) Universal Constitution, (16) Tools for enhanced digital presence, (17) Good Webring, (18) Othernet, (19) Washington - Peijing Party Race, (20) Your local critical press, (21) Global environmental crime rumors, (22) Humane answering machine, (23) Communicator's corner, (24) AQES - anti-quantum-encryption-standards, (25) Evo-designer, (26) Open School Book, (27) Women's Rule, (28) Monopolies & Cartels Online, (29) Parties & Politicians Online, (30) Local Happenings & Customs.

10.12. Use of democracy dependent multiplier values.
The reason for using the Democracy Dependent Multiplier values in determining the proper fee for Granting a permission for Commercial Use, is based on fact that typically those countries with less democracy are the ones needing the Grantors the most. Perhaps You should always request for maximizing Your local democracy, because typically the increase of local democracy helps in obtaining more and more equally distributed wealth, environmental protection, equal opportunities, freedoms and respect for human rights, while the non-democratic societies are more likely to experience political and/or religious tyranny, kleptocracy, massive corruption, poverty, criminality, pollution and wars.

Leaders of non-democracies typically claim to (a) have developed a local political system which is better than democracy or (b) claim to be heading towards democracy using measures which optimally suit to their nation or (c) have cultural, historical, or temporal and unexpected circumstances requiring denying fundamental political changes. Often the real reason for not allowing the maximizing of democracy is simply in the fact that people would likely not choose to support those current non-democratic leaders. Such leaders would typically also like to forbid You from ever being informed about the (almost always 'right') outside world opinions, things shown on foreign TV channels, things spoken on UN general assembly or even things written into this License.

You may wish to self-evaluate the level of Your local democracy, by answering the following simple question; Are the one(s) governing Your country (1) elected regularly after a campaign fairly covered by (2) non-partial critical news medias and followed (3) by a public and fair nationwide and (4) simultaneous elections, where (5) with no exception all healthy adult citizens can easily cast an equally powerful vote to support (6) any person or political party who has selected to candidate in that election, in which (7) all who finally become elected do so only because of the given votes, none of which (8) becomes void due to voting district-divisions, but they all either (9) support the selected candidates directly or (10) are inherited over the borders of voting districts to support candidates sharing the same values as the original vote receiving candidate?

Fortunately You can also self-evaluate the level of Your local dictatorship, which is a rough estimate of the reverse of Your local democracy, by answering the following simple question; is the ruler of Your country an offspring to or the (1) same person or same party as was ruling Your country ten years ago and are there (2) pictures or statues of the ruler spread all over Your country, in order to (3) brainwash You to think that the ruler is present there with You, but strangely the presence of the rulers representants is mostly (4) frightening to some ethnic groups, because during this current rule (5) things have become worse to them, even though the (6) news media only tells about achievements of the ruler or improvements within the society or if it doesn't it is due to some (7) external evil coming from the outside world, against which the current ruler is the best defense or the best defense might be presented as patriotism if the ruler can convince the people to believe that (8) the patriotism means the same as supporting the ruler, which nicely allows condemning all opposition as unpatriotic and also the internationalism and universalism unsuitable because of already achieved domestic genetic or cultural superiority, but in fact such superiority is mostly present on news media propaganda which remembers to praise the rulers many talents simultaneously as the ruler (9) uses the oldest of tricks and praises the God(s) and sends blessings from the God(s), so often that many already think that the ruler itself is a chosen representant of the God(s), which fundamentally helps in changing or keeping the election laws or the constitution such that they legitimate rulers unlimited rule and allow the ruler the (10) power to select the to be elected next ruler?

If You still believe the Democracy Dependent Multiplier values given for Your Country are unjust, please consult your local press and elected representatives about how the level of Your local democracy could be improved. Opinions do vary but some may claim that, Global harmonization of laws would eliminate all future dictators, wars and lots of other bad things, but achieving such universal book of laws might take a very long time and be a very unpopular idea especially within those less democratic countries - but still because we are all humans we deserve the same laws. In addition while requesting more democracy, keep in mind that it is the nature of all society's power factors (a)politicians, (b)political parties, (c)police, (d)military and (e)religious leaders, to always intend to, by any means, take and maintain a full control over You, typically by using other of those listed power factors against You. Thus Your local politicians might not want to help You to improve Your local democracy or Democracy Dependent Multiplier value. In that case You may consider starting to wear orange, the international color for demanding political changes.

*****************************END OF LICENSE TEXT*****************************
Exhibit A:

The t3d programming language

1) t3d programming language includes C programming language (C99), except its famous "avoid-using-this-functions".
2) t3d programming language adds to C modernization in terms of; (a) support for environmental things,(b) use of libraries and external utilities, (c) its evolutive development by the community, (d) safe strings, (e) garbage collection, (f) networking, (g) improved datatype definitions, (h) GUI, (i) multi-threading, (j) support for handling standardized file types, (k) the use of t3d function prototype, (l) t3d can be used in applications, (m) scripts and (n) web-programming. But anyway most C is also t3d and most of t3d is also C.
3) At the beginning GCC can be used as t3d compiler.Portability is to be achieved with the #ifdef - #elseif preprocessor defines. C++ support is to be obtained with the use of "extern C" definitions.

The structure of t3d function prototype

```
****************************************************************************
langsign_mainverb_aaaaaa_bbbbbb_cccccc_dddddd_Reeeeee_ADJECTIVE_PART1_n_ADJECTIVE_PART2_ARG1XX
X_ARG2XXX_ARG3XXX
****************************************************************************
```

1) Almost all t3d - functions are expected to have many alias names (even hundreds). The user is expected and required to find one of suitable aliases, using logic and the help of IDE editor, personal memory / routine or a function /internet search engine or native language.

2) t3d is not a rigid language. Any legal formulation of a function name, which does helps the user to do tasks, is ok.

3) t3d programming can be performed using most of the worlds written languages. Stable translations are to be used for reserved datatype words and main verbs within each language. t3d function names can be written using Unicode.

4) When t3d-structurated function prototypes are to be used within other languages than t3d, the use of t3d function prototypes may require using some additional input parameters.

5) t3d programming language and the structure of t3d function prototype are trademarks of Juuso Hukkanen. Fair use of both trademarks is allowed within all programs which are licensed using Charity Open Source License.

Training examples 1 - What does: 1) t3d_measure_barray_LENGTH **2)** t3d_convert_file_Rfile_GSM2WAV **3)** t3d_convert_Rfile_READ_ONLY **4)** t3d_calculate_iarray_Rdouble_STD_DEVIATION **5)** t3d_add_byte_Rbarray_RANDOM_n_END **6)** t3d_environment_barray_SET_KEYBOARD_n_LANGUAGE

Training examples 2 - How to: 1) Change the text contents of a text file to uppercase (English text) **2)** Compress a file using RLE compression algorithm and put the compressed content to an another file **3)** Change a file format from JPG to GIF **4)** Check if a number 234524 is a prime number **5)** Calculate how many times a word "hello" occurs in a file independently of the case of letters **6)** Check whether a given text string contains a valid internet domain name

Return value:
All t3d functions only return a 64bit signed integer number. All negative return values indicate errors each with respective error numbers. A returned zero means zero, all returned positive values do mean a meaningful correctly calculated numeric answer. In function which answers to yes/no kind of questions returned 0 = NO and 1 = YES.

Language identifier (langsign**):**
It is possible to implement t3d programming within programs written using many other programming languages; such as C , C++, PHP, Pascal, Python, Lisp, Cobol, Perl etc. The language identifier (langsign) is used in identifying the host programming language used inside the t3d structured function. The function contents must naturally be written using a particular host language, but one t3d structured function written with Ada should perform the same task as a similarly (except the langsign) named with host language PHP. Examples of used language identifiers:

> t3d => t3d, C (also C++) => c3d, Pascal => p3d, PHP => ph3d,
> Lisp =>l3d, COBOL => CO3d, Ada => a3d, Perl => pe3d

Main verb (mainverb**):**
There are 15 main verbs in t3d language. The mainverb defines the main category of action which the function will perform. Possible mainverbs are: add, ai, calculate, close, convert, create, crypto, environment, find, measure, move, open, read, remove and write.

Inputting (datatype) elements-part (aaaaaa_bbbbbb_cccccc_dddddd**):**
Each of the six letter strings (a-d) represents a data-parameter (of a certain datatype), which carries a parameter into the function. Order of inputting parameters is decided (in priority order) as follows **(1)** obvious direction <=> param1 goes-to param2, **(2)** age <=> first_young_param then_old_param, **(3)** size <=> first_smaller_data(type) then_bigger_data(type), **(4)** alphabetical order (aaa_param before bbb_param).

There are 20 different datatypes in t3d; byte, wbyte, int, long, double, bignum, barray, warray, iarray, larray, darray, bigarray, time, table, url, file, dirpath, gtable, gobject. Each datatype can carry different kind of data to / from function.

Datatype	Description:
byte	Size 8-bits can contain values 0-255
wbyte	Size 32-bits can contain Unicode text (UTF-32)
int	Size 32 bits can contain signed integers
long	Size 64 bits can contain signed integers
double	Size 64 bits can contain floating point numbers
bignum	Size unlimited. Bignums are barrays containing a number as text

barray	An array consisting of bytes, (optional use of delimiters included)
warray	An array (for Unicode text(UTF-32)) consisting of wbytes (use of delimiters allowed)
iarray	An array consisting of integers (use of delimiters included)
larray	An array consisting of longs (use of delimiters included)
darray	An array consisting of doubles (use of delimiters included)
bigarray	An array consisting of bignums (use of delimiters included)
time	High-resolution floating point presentation of seconds since Jan 1st year 0 (00:00am)
table	Like a SQL- table(rows, columns, headers); any datatype fits into each cells
url	Unique Resource Locator (internet address or any other exact location)
file	A (binary) file, max file length name is 4095 bytes
dirpath	Max size 4095 bytes, identifier path to a directory/folder
gtable	GUI-window with build-in menu-tree structures. Carrier of gobjects
gobject	GUI-object (like an unit in CSS);defines appearance and reflex-reactions of UI-units
process	Semi-independent program within a program; can also be a thread or ext. program

Result (data from function) - part (Reeeeee**):**
Also known as the *R-parameter*. The return value of t3d-functions is always an integer type number, so when a t3d-function needs to things to data in other datatypes, the results can not be returned as a return value. The result field of a function is described by a capital R. The datatype following the R will contain the result-data which is returned back from the function. Result data will be written to a datatype which is first given to a function using *pass by reference* or equivalent techniques.

How to do (the main verb) - part (ADJECTIVE_PART1_n_ADJECTIVE_PART2**):**
Also known as the *n-parameters*. As earlier said there are only 15 main verbs in t3d. The main verbs of t3d do only define the rough action but when that rough action is fine adjusted with some extra parameters, the function is able to achieve very precise actions.

There can be max two adjective parts in each t3d structured function. A character combination _n_ <underscore+lower case n +underscore> is used in separating the two possible adjective parts. Words in adjective parts are written using capital letters. Both adjective parts can contain one main verb action defining parameter. Each defining parameter is to be expressed using one or two words separated by underscore-characters. As an example following are to be considered as legal single defining parameters: SHARPEN_IMAGE, TRS_ROUTE, USER_SESSION, SPACE_SEPARATED, EXTRACT_HIDDEN, RAM_AVAILABLE, THIS_USER, CPU, SET, LANGUAGE, LOCAL. If a defining parameter contains the word "IS" (e.g. IS_VALID) the function returns a YES or NO answer.

There are two exception 'words' which will not be calculated as a single word, first is "IS" (as a yes/no question IS_something), a second word not-counted as a word is "TO" (meaning "*to something*"). TO is to be always replaced with a number 2, in order to highlight its special meaning. There may not be an underscore letter between the number 2 and the other parts of SAME verb defining parameter. Thus the following are legal single defining parameters: INT2BARRAY, TEXT2IMAGE, TRANSLATE2, RENAME2, WAV2OGG, MP32WAV, 2BASE, INT2ROMAN, IS_FILE_ACCESS, IS_SWEDISH

The words which are to be used within the verb defining parameters shall be in their simplest singular form, but abbreviations which are familiar to most of the programmers may be used such as INT,AES256,TAB,ID.

The adjective parts are priority arranged; 1) to follow similar order as used for input datatypes, 2) secondly according to apparent significance and 3) by alphabetical order. Examples of arranging order (according to order given by datatypes) FILENAME_n_FIRST, (according to significance) IS_ACCESS_n_WRITE (According to alphabetical order) CPU_n_SPEED_MHZ.

Additional parameters a.k.a the X-parameters (ARG1XXX_ARG2XXX_ARG3XXX**)**
In some cases the fine-adjustment of defining the main verb is not enough or the parameters to function are too numerous for creating easy to use function names. In those cases the X- parameters can be used in feeding data accurately into the function. The max number of X- parameters per function is 10. Each individual X-parameter is identifiable by having *XXX* at the end. When using the function, the X-parameters are to be inserted after the R-part (result parameter outputting data from function). The order of these additional parameters is the same as they are listed in function prototype. For example the following are legal X-parameters LEVELXXX, PASSWORDXXX, WIDTHXXX_HEIGHTXXX, BITXXX, SENDERXXX_RECIPIENTSXXX_SUBJECTXXX_BODYXXX, PRESSKEYXXX. The inner mechanism for inputting the X-parameters into functions are like the typical mechanism for inputting variable arguments (varargs) into functions. X-parameters should not be utilized using pointer- references to variables.

Now look again those previously shown training examples. Answers to exercises, more exercises, code and discussion forums are to be found from www.tele3d.com .
*********************** END OF Exhibit A:*************************