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### ***Version 1.0***

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**//\*\*\*THE LICENSE TERMS END HERE (OTHER THAN AS SET OUT IN**

EXHIBIT A).\*\*\*//

EXHIBIT A (to the Adaptive Public License)

PART 1: INITIAL CONTRIBUTOR AND DESIGNATED WEB SITE

The Initial Contributor is:

---

[Enter full name of Initial Contributor]

Address of Initial Contributor:

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[Enter address above]

The Designated Web Site is:

---

[Enter URL for Designated Web Site of Initial Contributor]

NOTE: The Initial Contributor is to complete this Part 1, along with Parts 2, 3, and 5, and, if applicable, Parts 4 and 6.

PART 2: INITIAL WORK

The Initial Work comprises the computer program(s) distributed by the Initial Contributor having the following title(s):

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The date on which the Initial Work was first available under this License:

---

PART 3: GOVERNING JURISDICTION

For the purposes of this License, the Governing Jurisdiction is

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**[Initial Contributor to Enter Governing Jurisdiction here]**



## PART 4: THIRD PARTIES

For the purposes of this License, "Third Party" has the definition set forth below in the ONE paragraph selected by the Initial Contributor from paragraphs A, B, C, D and E when the Initial Work is distributed or otherwise made available by the Initial Contributor. To select one of the following paragraphs, the Initial Contributor must place an "X" or "x" in the selection box alongside the one respective paragraph selected.

### SELECTION

#### BOX -- PARAGRAPH

**A. " THIRD PARTY "** means any third party.

**B. " THIRD PARTY "** means any third party except for any of the following: (a) a wholly owned subsidiary of the Subsequent Contributor in question; (b) a legal entity (the "**PARENT**") that wholly owns the Subsequent Contributor in question; or (c) a wholly owned subsidiary of the wholly owned subsidiary in (a) or of the Parent in (b).

**C. " THIRD PARTY "** means any third party except for any of the following: (a) any Person directly or indirectly owning a majority of the voting interest in the Subsequent Contributor or (b) any Person in which the Subsequent Contributor directly or indirectly owns a majority voting interest.

**D. " THIRD PARTY "** means any third party except for any Person directly or indirectly controlled by the Subsequent Contributor. For purposes of this definition, "control" shall mean the power to direct or cause the direction of, the management and policies of such Person whether through the ownership of voting interests, by contract, or otherwise.

**E. " THIRD PARTY "** means any third party except for any Person directly or indirectly controlling, controlled by, or under common control with the Subsequent Contributor. For purposes of this definition, "control" shall mean the power to direct or cause the direction of, the management and policies of such Person whether through the ownership of voting interests, by contract, or otherwise.

The default definition of "THIRD PARTY" is the definition set forth in paragraph A, if NONE OR MORE THAN ONE of paragraphs A, B, C, D or E in this Part 4 are selected by the Initial Contributor.

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[Insert  
**Initial Contributor's Designated Web Site here]**

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Is this a Patents-Included License pursuant to Section 2.2 of the License?

YES [ ]

NO [ ]

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## PART 7: SAMPLE REQUIREMENTS FOR THE DESCRIPTION OF DISTRIBUTED MODIFICATIONS

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