

ONEZOOM NON-PROFIT SOURCE AVAILABLE LICENCE

Version 1, 6/9/2017

1 DEFINITIONS

1.1 In this Licence, unless the context requires otherwise, the following definitions apply:

“Advancement of Science” means the advancement of science or science education, and for the avoidance of doubt, excludes pseudoscience (such as intelligent design);

“Cease To Exist” means the Original Developer has a receiver or administrative receiver appointed over the whole of its assets, or passes a resolution for winding up, or a court makes an order to that effect, or becomes subject to an administration order, or enters into any voluntary arrangement with its creditors, or ceases to carry on its whole activities, but excludes where the Original Developer transfers its activities or assets to another entity;

“Control” means (a) the power of a legal entity, direct or indirect, to cause the direction or management of another entity, whether by contract or otherwise; or (b) the ownership by a legal entity of more than fifty percent (50%) of the outstanding shares or beneficial ownership of another entity;

“Independent Work” means any contribution that You create for use with the Software or a Modification, and which does not contain Intellectual Property Rights from the original Software or a Modification;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Larger Work” means a work which combines Software or Modifications, or portions thereof, with code not governed by the terms of this Licence;

“Made Public” means making the Software or Modification available to the public, including providing the Source Code or Object Code of the Software or Modifications to a third party; uploading or installing the Software or Modifications onto a public facing display; or running the Software or Modifications on a server that serves public webpages;

“MIT Licence” means the Open Source Initiative approved version of The MIT

Licence in force at the time, currently found at:
<https://opensource.org/licenses/MIT>;

- “Modification”** means the Source Code and Object Code of (a) any file that results from an addition to, deletion from, or modification of the contents of a file containing Software or a previous Modification; (b) any new file that contains any part of the Software or a previous Modification; and (c) without prejudice to the exclusions below, any new file that is contributed or otherwise made available under this Licence, but excludes:
- Independent Work that is required to make a Modification function (**“Functional Independent Work”**); and
 - Independent Work that is not required to make a Modification function (**“Non-Functional Independent Work”**).
- “Object Code”** means any form resulting from mechanical transformation or translation of Source Code, including but not limited to compiled object code, generated documentation, and conversions to other media types;
- “Original Developer”** means OneZoom, a charity registered in England and Wales with registered number: 1163559;
- “Software”** means OneZoom’s Tree of Life Explorer software located at the Original Developer’s GitHub repository at: github.com/orgs/OneZoom and all updates, upgrades, releases and versions thereof, including:
- the Source Code and Object Code; and
 - all other works or materials recorded or embodied in the software including the audio or visual content in any screen displays in the user interface;
- “Source Code”** means the common form of computer software code, including but not limited to software source code and all associated documentation or configuration files included in, or with, such code; and
- “You” or “Your”** means any **not-for-profit entity** (and any entity which Controls, is Controlled by, or is under common Control with such legal entity) or any individual or group of individuals acting in their personal capacity, exercising rights under this Licence.

- 1.2 References to a **party** is a party to this Licence; **parties** is to be construed accordingly.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.4 Unless otherwise specified, a reference to writing or written excludes faxes, texts and email.

- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed so as not to limit the generality of any words or expressions in connection with which it is used.
- 1.6 Any obligation in this Licence on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that act or thing being done and to prevent such act or thing being done by a third party.

2 SCOPE OF LICENCE

- 2.1 Subject to clause 2.2, and compliance with this Licence, the Original Developer hereby grants to You a perpetual, irrevocable, worldwide, non-exclusive, royalty-free licence under the Intellectual Property Rights to use, reproduce, modify, display, distribute and sub-license (on the same terms as this Licence) the Software (or portions thereof), with or without Modifications, and as part of a Larger Work for charitable, non-commercial, not-for-profit purposes relating to the Advancement of Science. For the avoidance of doubt, You may sub-license the Intellectual Property Rights in any Software or a Modification to a for-profit organisation in relation to your use, reproduction, modification, display and/or distribution of such Software and Modifications under this Licence, but that for-profit organisation must not and cannot use such Software or Modifications for its own purposes (unless such use is in accordance with clause 3).
- 2.2 The Licence in clause 2.1 does not permit use of the Software or any Modifications to build a tree with sponsorable elements whether or not such sponsorship generates revenue. In this scenario, You must agree a separate licence with the Original Developer in accordance with clause 3.3.
- 2.3 Subject to the Original Developer acknowledging You in accordance with clause 4.1e), You hereby grant to the Original Developer a perpetual, irrevocable, worldwide, non-exclusive, royalty-free licence to use and exploit the Modifications, and any Functional Independent Works, (and any Non-Functional Independent Works uploaded to the Original Developer's GitHub repository in accordance with clause 4.1e), for any purpose.
- 2.4 Should the Original Developer Cease to Exist the Software, any Modifications and any Functional Independent Works, (and any Non-Functional Independent Works uploaded to the Original Developer's GitHub repository in accordance with clause 4.1e), shall automatically be licensed under the MIT Licence.

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- 3.4 The Original Developer takes the misuse of Software and Modifications by for-profit organisations seriously, and monitors use of the Software and any Modifications by any party for commercial purposes.

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- b) any Software or Modifications that are Made Public shall:
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4.2 You may license:

- a) Functional Independent Works under any licence of your choice in addition to this Licence; and
- b) Non-functional Independent Works under any licence of your choice, or keep such works confidential.

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- 10.3 In the event of termination in accordance with clauses 10.1 and 10.2, all end user licences and sub-licences that have been validly granted by You hereunder prior to termination shall survive termination.

11 OTHER

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12 QUESTIONS OR QUERIES

- 12.1 If You have any questions or queries regarding this Licence, including as to whether Your proposed use is permitted under this Licence, You may contact the Original Developer at mail@onezoom.org

APPENDIX 1

Part 1

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Part 2

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