

License	[A] Grant as Developer, Distributor or Contributor	[B] Condition of Use (sometimes with “Retaliation”)	[C] Other
GPL 2.0	<p>“implied”</p> <p>§ 7: if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.</p>		<p><u>Preamble</u>: We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses . . . any patent must be licensed for everyone’s free use or not licensed at all.</p>
<p>GPL 3.0 draft of Jan. 2006 (1st disc. draft)</p>	<p><u>Sec. 11</u>: When you distribute a covered work, you grant a patent license to the recipient, and to anyone that receives any version of the work, permitting, for any and all versions of the covered work, all activities allowed or contemplated by this license, such as installing, running and distributing versions of the work, and using their output. This patent license is nonexclusive, royalty-free and worldwide, and covers all patent claims you control or have the right to sublicense, at the time you distribute the covered work or in the future, that would be infringed or violated by the covered work or any reasonably contemplated use of the covered work.</p> <p>If you distribute a covered work knowingly relying on a patent license, you must act to shield downstream users against the possible patent infringement claims from which your license protects you.</p>	<p><u>Sec. 2</u>: unlimited permission to privately modify and run the Program, provided you do not bring suit for patent infringement against anyone for making, using or distributing their own works based on the Program.</p> <p><u>Sec. 7(e) [permitted addl. reqs.]</u>: . . . patent retaliation, which means permission for use of your added parts terminates or may be terminated, wholly or partially, under stated conditions, for users closely related to any party that has filed a software patent lawsuit (i.e., a lawsuit alleging that some software infringes a patent). The conditions must limit retaliation to a subset of these two cases:</p> <ol style="list-style-type: none"> 1. Lawsuits that lack the justification of retaliating against other software patent lawsuits that lack such justification. 2. Lawsuits that target part of this work, or other code that was elsewhere released together with the parts you added, the whole being under the terms used here for those parts. 	<p><u>Preamble</u>: [repeats the statement given above for the preamble of GPL 2.0]</p> <p><u>Sec. 1</u>: . . . Complete Corresponding Source Code need not include a particular subunit if (a) . . ., and (b) the subunit (aside from possible incidental extensions) serves only to enable use of the work with that system component or compiler or interpreter, or to implement a widely used or standard interface, the implementation of which requires no patent license not already generally available for software under this License.</p> <p><u>Sec. 12</u>: Liberty or Death for the Program. [in essence, implements the concept given above for Sec. 7 of GPL 2.0]</p> <p><u>Sec. 13</u>: If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries . . .</p>

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<p>GPL 3.0 draft of Jul. 2006</p> <p>www.gplv3.org</p> <p>(2nd disc. draft)</p>	<p><u>Sec. 0:</u> A party’s “essential patent claims” in a work are all patent claims that the party can give permission to practice, whether already acquired or to be acquired, that would be infringed by making, using, or selling the work.</p> <p><u>Sec. 11:</u> You receive the Program with a covenant from each author and conveyor of the Program, and of any material, conveyed under this License, on which the Program is based, that the covenanting party will not assert (or cause others to assert) any of the party’s essential patent claims in the material that the party conveyed, against you, arising from your exercise of rights under this License.</p> <p>If you convey a covered work, you similarly covenant to all recipients, including recipients of works based on the covered work, not to assert any of your essential patent claims in the covered work. If you convey a covered work, knowingly relying on a non-sublicensable patent license that is not generally available to all, you must either (1) act to shield downstream users against the possible patent infringement claims from which your license protects you, or (2) ensure that anyone can copy the Corresponding Source of the covered work, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means.</p> <p>Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.</p>	<p><u>Sec. 2:</u> This License permits you to make and run privately modified versions of the Program, or have others make and run them on your behalf. However, this permission terminates, as to all such versions, if you bring suit against anyone for patent infringement of any of your essential patent claims in any such version, for making, using, selling or otherwise conveying a work based on the Program in compliance with this License.</p> <p><u>Sec. 7(b)(5) [permitted addl. reqs.]:</u> [additional requirements may be added to specify] terms that wholly or partially terminate, or allow termination of, permission for use of the material they cover, for a user who files a software patent lawsuit (that is, a lawsuit alleging that some software infringes a patent) not filed in retaliation or defense against the earlier filing of another software patent lawsuit, or in which the allegedly infringing software includes some of the covered material, possibly in combination with other software</p>	<p><u>Preamble:</u> Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in places where they do, we wish to avoid the special danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.</p> <p><u>Sec. 12:</u> . . . if you accept a patent license that prohibits royalty-free conveying by those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from conveying the Program.</p> <p><u>Sec. 13:</u> If the conveying and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical limitation on conveying, excluding those countries.</p>

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GPL 3.0 draft of Mar. 2007 www.gplv3.org (3rd disc. draft)	<p><u>Sec. 0:</u> A party’s “essential patent claims” in a work are all patent claims owned or controlled by the party, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling the work, but do not include claims that would be infringed only as a consequence of further modification of the work. For purposes of this definition, "control" includes the right to grant sublicenses in a manner consistent with the requirements of this License.</p> <hr/> <p><u>Sec. 11:</u> Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor’s essential patent claims in its contribution, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contribution.</p> <hr/> <p>For purposes of the following three paragraphs, a “patent license” means a patent license, a covenant not to bring suit for patent infringement, or any other express agreement or commitment, however denominated, not to enforce a patent.</p> <p>[¶ONE] If you convey a covered work, knowingly relying on a patent license, . . . then you must either (1) cause the Corresponding Source to be so available, or (2) disclaim the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients.</p>	<p><u>Sec. 8:</u> . . . If you violate this License, [after notice,] the copyright holder may, at any time, terminate the rights (including any patent rights) that the copyright holder has granted to you under this License..</p> <hr/> <p><u>Sec. 10:</u> . . . you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program (or the contribution of any contributor)</p> <hr/> <p><u>Sec. 11:</u> . . . [¶TWO] If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license providing freedom to use, propagate, modify or convey a specific copy of the covered work to any of the parties receiving the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.</p> <hr/> <p><u>Sec. 11:</u> . . . Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.</p>	<p><u>Preamble:</u> . . . Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in places where they do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.</p> <hr/> <p><u>Sec. 11:</u> . . . [¶THREE] You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a patent license (a) in connection with copies of the covered work conveyed by you, and/or copies made from those, or (b) primarily for and in connection with specific products or compilations that contain the covered work, which license does not cover, prohibits the exercise of, or is conditioned on the non-exercise of any of the rights that are specifically granted to recipients of the covered work under this License[, unless you entered into that arrangement, or that patent license was granted, prior to March 28, 2007].</p>

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MPL 1.0	<p><u>§ 2.1(b)</u>: under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell (“Utilize”) the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof) and not to any greater extent that may be necessary to Utilize further Modifications or combinations.</p> <p><u>2.2(b)</u>: under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.</p>	<p><u>§ 3.1</u>: The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. . . .</p>	<p><u>§ 3.4(a)</u>: If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact.</p>

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MPL 1.1	<p>“Patent Claims” means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.</p> <p><u>§ 2.1(b)</u>: under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).</p> <p><u>§ 2.1(d)</u>: Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.</p> <p><u>§ 2.2(b)</u>: under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).</p> <p><u>§ 2.2(d)</u>: Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.</p>	<p><u>§ 3.1</u>: The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. . . .</p> <p><u>§ 8.2</u>: If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:</p> <p>(a) such Participant’s Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.</p> <p>(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.</p>	<p><u>§ 3.4(a)</u>: If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact.</p> <p><u>§ 8.3</u>: If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.</p>

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CPL 1.0	<p>“Licensed Patents” mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.</p> <p>§ 2(b): Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.</p>	<p>§ 7¶2: If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.</p>	<p>§ 2(c): Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.</p>
EPL 1.0	<p>§ 2(b): [same as corresponding CPL 1.0 section]</p>	<p>§ 7¶2: If Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.</p>	<p>§ 2(c): [same as corresponding CPL 1.0 section]</p>

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OSL 3.0	<p>§ 2: Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, for the duration of the patents, to make, use, sell, offer for sale, have made, and import the Original Work and Derivative Works.</p>	<p>§ 10: This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License as of the date You commence an action, including a cross-claim or counterclaim, against Licensor or any licensee alleging that the Original Work infringes a patent. This termination provision shall not apply for an action alleging patent infringement by combinations of the Original Work with other software or hardware.</p>	<p>§ 7: Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are owned by the Licensor or are sublicensed to You under the terms of this License with the permission of the contributor(s) of those copyrights and patent rights.</p>
Apache License 2.0	<p>§ 3: Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted.</p> <p>....</p>	<p>§ 3: . . . If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.</p>	