

CREATIVE COMMONS  
LEGAL CODE

Attribution-ShareAlike 2.5

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS

LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN

"AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS

LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR

"LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS

AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS

LICENSE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS

AND CONDITIONS.

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form,

along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective

whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this

License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical

arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any

other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be

considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound

recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the

purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

"You" means an individual or entity exercising rights under this License who has not previously violated the terms of this License with

respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous

violation.

"License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License:

Attribution, ShareAlike.

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other

limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive,

perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the

Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission

the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission

Derivative Works.

For the avoidance of doubt, where the work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor waives the exclusive right to collect, whether individually or via a performance

rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work.

Mechanical Rights and Statutory Royalties. Licensor waives the exclusive right to collect, whether individually or via a music rights society or

designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject

to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive

right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance

(e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in

other jurisdictions).

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to

make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by

Licensor are hereby reserved.

4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You

must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute,

publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the

terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all

notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly

digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms

of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work

apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor

You must, to the extent practicable, remove from the Collective Work any credit as required by clause 4(c), as requested. If You create a

Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required

by clause 4(c), as requested.

You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, a

later version of this License with the same License Elements as this License, or a Creative Commons iCommons license that contains the

same License Elements as this License (e.g. Attribution-ShareAlike 2.5 Japan). You must include a copy of, or the Uniform Resource

Identifier for, this License or other license specified in the previous sentence with every copy or phonorecord of each Derivative Work You

distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works

that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices

that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally

perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms

of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the

Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You

must keep intact all copyright notices for the Work and provide, reasonable to the medium or

means You are utilizing: (i) the name of the

Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or

parties (e.g. a sponsor institute, publishing entity, journal) for attribution in Licensor's copyright notice, terms of service or by other

reasonable means, the name of such party or parties; the title of the Work if supplied; to the extent reasonably practicable, the Uniform

Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or

licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work

(e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be

implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such

credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable

authorship credit.

## 5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO

REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE MATERIALS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS,

WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH

EXCLUSION MAY NOT APPLY TO YOU.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU

ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR

## EXEMPLARY DAMAGES ARISING OUT OF

THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 7. Termination

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals

or entities who have received Derivative Works or Collective Works from You under this License, however, will not have their licenses

terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any

termination of this License.

Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work).

Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at

any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required

to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

### 8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the

Work on the same terms and conditions as the license granted to You under this License. Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the

same terms and conditions as the license granted to You under this License.

If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the

remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the

minimum extent necessary to make such provision valid and enforceable.

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing

and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work

licensed here. There are no understandings,

agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that

may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and

You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will

not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special,

incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative

Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark

"Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any

permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website

or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.