Preamble

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1 Definitions

The following meanings apply in this Licence:

1.1 ‘Licence’ means CERN-OHL-L.

1.2 ‘Compatible Licence’ means

   a) any earlier version of the CERN Open Hardware licence, or
   b) any version of the CERN-OHL-S or the CERN-OHL-L, or
   c) any licence which permits You to treat the Source to which it applies as licensed under CERN-OHL-S or CERN-OHL-L provided that on Conveyance of any such Source, or any associated Product You treat the Source in question as being licensed under CERN-OHL-S or CERN-OHL-L as appropriate, and fulfil all the applicable requirements of Your chosen variant with respect to that Source.

1.3 ‘Source’ means information such as design or computer code which can be applied to Make a Product regardless of its medium or how it is expressed. It includes schematics, logic diagrams, circuit or circuit board layouts, transistor models, standard cells, test vectors, chip layouts, mechanical drawings, flow charts and descriptive text, scripts and hardware
descriptions using hardware description languages and may include Notices.

1.4 ‘Covered Source’ means Source that is explicitly made available under this Licence.

1.5 ‘Product’ means any device, component, work or physical object, whether in finished or intermediate form, arising from the use, application or processing of Covered Source.

1.6 ‘Make’ means to create or configure something, whether by manufacture, assembly, compiling, loading or applying Covered Source or another Product or otherwise.

1.7 ‘Available Component’ means any part, sub-assembly, library or code which:

- a) is available to You as Complete Source under a Compatible Licence;
- or
- b) is available to You and any other prospective licensees
  - i) with sufficient rights and information (including any configuration and programming files and information about its characteristics and interfaces) to enable it either to be Made itself, or to be sourced and used to Make the Product; or
  - ii) as part of the normal distribution of a tool used to design or Make the Product.

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1.10 ‘Notice’ means copyright, acknowledgement and trademark notices, Source Location references, modification notices (section 3.3.b) and all notices that refer to this Licence and to the disclaimer of warranties that are included in the Covered Source.

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1.12 ‘Licensor’ means a person who creates or modifies Covered Source and subsequently Conveys the resulting Covered Source under the terms and conditions of this Licence. A person may be a Licensee and a Licensor at the same time.
1.13 ‘Affiliate’ means any legal entity which is controlled by or is under common control with another, where ‘control’ means
   
   a) the power, direct or indirect, to control direction or management, whether by contract or otherwise, or
   
   b) ownership of fifty percent (50%) or more of the outstanding shares, or
   
   c) beneficial ownership.

1.14 ‘Internal Development’ means distributing Source or Products to
   
   a) Your Affiliate (in which case should it cease to be Your Affiliate, You shall be deemed to have distributed the modified Source or Product to the Affiliate immediately prior to its ceasing to be Your Affiliate); or
   
   b) a legal entity which is performing development, testing or quality assurance work on Your behalf on terms which prevent the entity from both using the Source or Product for its own internal purposes and distributing the Source or Product or any modifications thereto to any person other than You.

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