

August 1, 2004

**Blacksburg Tactical Research Center** has made **EABA** supplements by third parties possible under the terms of the **EABA Open Supplement License**.

## **EABA Open Supplement License, Version 1.1**

The following License governs the copying, modifying and distributing of **EABA**-compatible material. By copying, modifying, and/or distributing such material, you are agreeing to be bound by the terms of this License. The content of this license may not be modified, but format, size and placement may be adjusted to suit the nature of a particular **EABA**-compatible work.

### **1. Application**

This License applies to supplement material compatible with **EABA** produced by any individual or entity other than **BTRC**. It does not extend to any other products or works by **BTRC**. **EABA** itself is a copyrighted work and may not be copied, modified, translated or distributed without permission from **BTRC**. This license does allow specific, limited sections of **EABA** to be used in **EABA**-compatible supplement material, as delineated in section 3.2.

### **2. Definitions in this License**

"Copyright Notice" means any copyright notice applying to **EABA**, **EABA**-compatible material or derivative works.

"**EABA**-compatible" means a work which is not **EABA** but which refers to, is compatible with, and/or depends upon **EABA** in order to be fully utilized.

"Distribute" means to distribute by any media and in any form, whether gratis, for a direct or indirect fee, or any form of exchange. "**EABA**" means the copyrighted **EABA** roleplaying system, as expressed in the downloaded, printed, electronic storage media or any other versions of the product.

"The **EABA** Open Supplement License notice" means the following: "This work contains material copied from or derived from **EABA**, the roleplaying system created by **BTRC**. You may not copy, modify, and/or distribute this material except in compliance with the **EABA** Open Supplement License. To learn more, visit the **BTRC** web site at <http://www.btrc.net>."

"You" or "Your" means an individual or a legal entity exercising rights under this License.

### **3. Consideration**

In consideration for agreeing to use this License, effective on the date You accept this License, **BTRC** grants you a world-wide, royalty-free, non-exclusive License to the permitted uses described below.

**3.1.** You may Distribute Your **EABA**-compatible or derivative material, provided that You must in every instance retain and prominently reproduce in all copies the **EABA** Open Supplement License, the Copyright Notice, and this License.

**3.2.** You may include terminology specific to **EABA**, page format, blank reference sheets or diagrams from **EABA** and add to or expand upon **EABA** rules or rule concepts, so long as these do not exactly or conceptually reproduce existing **EABA** rules.

**3.3.** You may copy and Distribute Your **EABA**-compatible work, provided that You must in each instance send a copy of the **EABA**-compatible work to **BTRC** (if hardcopy or data storage medium) or [btrc@btrc.net](mailto:btrc@btrc.net) (if electronically transmitted) so that it can be archived publically if a freely available work, or kept for private archival purposes if not.

### **4. Representation**

By Distributing Your **EABA**-compatible work, You represent that it is Your original creation and/or that You have sufficient rights to Your **EABA**-compatible works to make the grants described in this License.

### **5. Versions of the License**

**BTRC** may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. New **EABA**-compatible works must always use the most recent version of the License from the **BTRC** web site. Once an **EABA**-compatible work has been published under a particular version of this License, You may continue to use it under the terms of that version or You may choose to use it under the terms of any subsequent version of this License published by **BTRC**. No one other than **BTRC** has the right to modify the terms of this License.

## 6. No warranty

You expressly acknowledge and agree that use of **EABA** is at Your sole and entire risk. **EABA** is provided "as is" and without warranty of any kind. **BTRC** expressly disclaims all warranties and/or conditions, express or implied, including but not limited to, the implied warranties and/or conditions of satisfactory quality, merchantability, fitness for a particular purpose and non-infringement of third party rights. No oral or written information or advice given by **BTRC** shall create a warranty.

## 7. Limitation of liability

Under no circumstances shall **BTRC** be liable for any incidental, special, indirect or consequential damages arising out of or relating to this License or Your use of **EABA**, whether under a theory of contract, warranty, tort (including negligence), products liability or otherwise. In no event shall **BTRC** total liability to You for all damages under this License exceed the amount of ten dollars (US\$10.00).

## 8. Trademarks

"**EABA**" is a trademark of **BTRC**. Subject to the terms and conditions of this License, **BTRC** hereby grants You, effective on the date You accept this License, a world-wide, royalty-free, non-exclusive License to use the trademark "**EABA**" for the sole purpose of Distributing **EABA**-compatible works. Acceptable graphic representations of the **EABA** logo are available at [www.btrc.net](http://www.btrc.net).

This License does not grant You any rights to use the trademark or trade name "**BTRC**", "**Blacksburg Tactical Research Center**" or any other trademarks or trade names belonging to **BTRC** except as part of this License agreement.

## 9. Termination

This License and the rights granted herein will terminate automatically without notice from **BTRC** if You fail to comply with any term or terms of this License and fail to cure such breach within 30 days of being notified of such breach by **BTRC**.

**9.1.** Where **BTRC** determines that a purportedly **EABA**-compatible work is in fact a violation of copyright, this constitutes a breach of this License. **BTRC** may terminate this License and the rights granted herein if You fail to cure such breach within 30 days of being notified of such breach by **BTRC**. **BTRC** may, at it's option, use any applicable copyright law to protect it's intellectual property rights.

**9.2.** Where **BTRC** determines an **EABA**-compatible work does not comply with subsection 3.1 of this License, this constitutes a breach of this License. **BTRC** may terminate this License and the rights granted herein if You fail to cure such breach within 30 days of being notified of such breach by **BTRC**.

**9.3.** Upon termination, You agree to immediately stop any further copying, modifying, and/or Distributing of the **EABA**-compatible work in question. Except in the case of copyright violation, You will not be liable to **BTRC** for compensation, indemnity or damages of any sort solely as a result of terminating this License in accordance with its terms, and termination of this License will be without prejudice to any other right or remedy of either party.

**9.4.** Termination of Your License by **BTRC** shall not be effective to terminate the License of anyone else enjoying rights under this License.

## 10. Miscellaneous

**10.1.** This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between You and **BTRC**, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise.

**10.2.** Nothing in this License will impair the **BTRC** right to acquire, license, develop, market and/or Distribute products that perform the same or similar functions as, or otherwise compete with Your **EABA**-compatible work.

**10.3.** Failure by **BTRC** to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision. Any law, regulation, or rule of interpretation which provides that the language of a contract shall be construed against the drafter will not apply to this License.

**10.4.** If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

**10.5.** This License constitutes the entire agreement between the parties with respect to the subject matter thereof.