THE MIX AND MATCHABLE INDIE LICENSE (MAMIL)

(version 1, as of 2024-11-20)

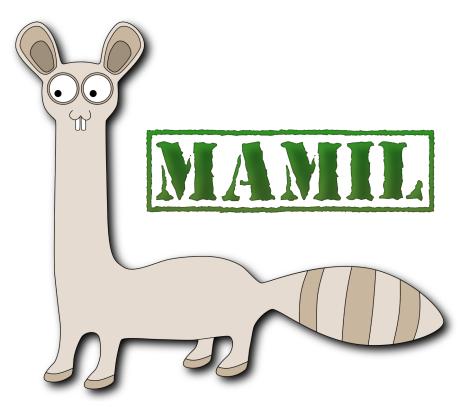


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1 — Overview of Purpose (The Spirit of the License)

MAMIL is a modular (copyright, patent, and trademark) licensing agreement whose purpose is to enable independent ("indie") creators and licensors of products (of any kind, whether digital or physical) to grant licensees terms which are more profitable than "free" ("copyleft" or "permissive") licenses (e.g. Creative Commons, MIT, BSD, zlib, libpng, Apache, GPL, LGPL) but also much less burdensome (and much more user-friendly and good-natured) than traditional proprietary licenses.

In particular, MAMIL accomplishes this by providing licensors with an easily selectable (hence "mix and matchable") set of grouped legal provisions covering many possible combinations of common use cases. However, only ethically benign provisions — those which respect the rights and future livelihood of both licensor and licensee — are provided, such that users of a standard (i.e. not altered) MAMIL license can rest assured that no combination is likely to be overly antagonistic to either party (licensor or licensee). Most licenses are predominantly one-sided; not MAMIL.

Thus, the benevolent balance sought: licensor sustainability & licensee freedom!

2 - How to Customize, Read, and Apply This License

A MAMIL license agreement consists of **two parts**: (1) a **"license inventory"** of available grouped legal provisions (hereafter referred to as **"license modules"**, each corresponding to groups of license terms the licensor wishes to be applicable) and (2) a **"contract selections list"** which has been customized on a per-license basis to provide a means of choosing which license modules will apply to the license and how.

Contract selection begins on the next page, guiding the user to relevant modules.

It is only the combination of both the license inventory and the contract selections list that constitute the real license agreement. Both parts must be provided by the licensor and retained by the licensee. Only those license modules which have been chosen and noted within the contract selection by the licensor apply! All other license modules that can be found in the license inventory are not applicable. In this way, the indie licensor can customize licenses more easily and the licensee can be more readily aware of what other prospective terms the licensor could offer, etc.

If possible, the licensor should provide a copy or link to a filled-out copy of the intended license on the product page (or provide a physical copy, if doing business in-person in real life) for what materials are being offered and/or at least a short description of what kinds of licensee rights are being offered. Failing to do so may make the licensor vulnerable to licensees arguing that they were unaware of terms. Nonetheless, for any platform or context where a restrictive proprietary license is the norm then it follows that the license may still be enforceable anyway. However, it is always safer to include a copy or link to the license in advance though.

Often, simply looking at the filled-out contract selection (see §3.3 below) will be enough to give the licensee a quick overview of what to expect within seconds. The contract selection format is designed to be self-descriptive and intuitive.

3 - CONTRACT SELECTIONS (CUSTOMIZATION & GUIDANCE)

This section provides a step-by-step fillable form in plain text which serves both as a means of customizing the license (for the licensor) and a means of guiding interpretation (for the licensee, council, etc). Plain text is used because not all contexts support dynamic forms and (rarely) the licensor may require an arbitrary amount of clarifying text, which fixed-size blank lines may be insufficient for.

Please fill (edit) all options unambiguously and legibly. Also, do not distribute the modifiable document to licensees! Export it to PDF or similar and save evidence.

See the corresponding license inventory for details. Selection will now begin:



Write all answers in colored bold font (if possible), for increased distinction. Spots where answers may be filled have placeholders: "%". Fill "%"s with answers.

- 1. The baseline module of the license inventory always applies. It is not optional.
- 2. MAMIL contract selection proceeds by gathering together an understanding of which license modules should apply and then writing each applicable combination of modules in the form "MAMIL {...}", where "{...}" is a set naming all the applicable modules. Thus, for example, "MAMIL {royalty-free, no warranty, ...}" means what you'd expect. The order of the elements in each set doesn't matter and duplicates are ignored. However, keeping the modules in the same order as the inventory is more convenient.
- <u>3 (CONTRACT SELECTIONS).</u> Different parts of the licensed material may be governed by different licenses, including multiple different combinations of MAMIL modules (contract selections) or even entirely different licenses. Write what license(s) apply to which content types. Write "N/A" if not applicable or not present. N/A does not imply public domain. Put all applicable "MAMIL {...}" contract selections here.
 - art (raster images, vector images, 3D models, animations, fonts, etc):
 - audio (sound, music, MIDI, MODs, sample data, synth data, VSTs, etc):
 - text (how-to manuals, references, advice, dialogues, stories, books, etc):
 - world-building (characters, settings, themes, bestiaries, "universes", etc):
 - computer code (uncompiled software):
 - computer binaries (compiled software):
 - ullet databases (and other gathered, transformed, or aggregated information):
 - technology (inventions, techniques, research, engineering, CAD, etc):

Categories (types of content) above may be combined for brevity by replacing bullet points ("•") with ampersands ("&") and then moving the categories intended to be combined so that they are adjacent, but leaving the first category of each group as a bullet point (for clarity). Unused categories may also be deleted. For example:

```
art (...):& audio (...):& computer code (...):MAMIL {royalty-free, ...}
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would imply that *all* three content types (art, audio, code) are royalty-free. As many or as few such category groups as are desired may be created and rearranged.

New categories can also be invented and added if required or desired, or deleted.

Copies of all non-MAMIL licenses mentioned above should be provided in some form or linked to. Providing complete offline copies is preferable though. Sites can vanish or be altered unexpectedly, and thus merely linking to them is risky. (MAMIL is already present. It is this document. Thus, it only needs to be complete.)

If necessary, clarify what items of each content type each license applies to. Remember that you are allowed to write as much as you need in the placeholder slots. However, you should attach extra documents if it becomes excessive or confusing.

For example, here's is how a complete mixed-license contract selection may look:

- art (raster images, vector images, 3D models, animations, fonts, etc): Creative Commons Attribution-ShareAlike 4.0
- computer code (uncompiled software):
- & computer binaries (compiled software):
- technology (inventions, techniques, research, engineering, CAD, etc):

 MAMIL {per-person floating, private, moddable, no warranty, anti-AI} except for Blah Corp's <u>Flux Capacitor</u> (see their copyright and patent)
- audio (sound, music, MIDI, MODs, sample data, synth data, VSTs, etc):
- & text (how-to manuals, references, advice, dialogues, stories, books, etc):
- & world-building (characters, settings, themes, bestiaries, "universes", etc):
- & databases (and other gathered, transformed, or aggregated information): $\ensuremath{\text{N/A}}$

There are other functionally equivalent formats too. The meaning is what matters.

For example, the "N/A" categories could be deleted entirely and it'd mean the same.

If you intend to use MAMIL as a contract in-person via physical copies of it then you will need to either replace the placeholders ("%") above with sufficiently large blank spaces or else write your answers besides them if space is already sufficient.

MAMIL's granted license does not weaken administrative components, legal documents, or trademark signifiers. Trademarks and branding are not licensed to the licensee.

- 4. If the paid fee required to use the licensed material is intended to be licensed to the whole legal entity (e.g. individual, family, team, corporation, etc) which has bought the license, such that a single purchased copy of the license (purchased by any rightful representative of the entity) is sufficient for an unlimited number of people within that single whole legal entity to use the material (but with a few licensor-protecting restrictions on large conglomerates to prevent abuse), then add {enterprise} to the contract selection. Otherwise, if a per-person floating license is required, such that the number of purchased copies of the license must be equal to or greater than the number of people actively using the licensed material simultaneously at any given moment of time then add {per-person floating}.
- <u>5.</u> If only private use of the licensed material is permitted (within the confines of the legal entity of the licensee e.g. individual, family, team, corporation, etc), then add {private} to the contract selection. Otherwise, if adaptation of the material into one or more of the licensee's products (but not including direct competition with the licensor's business) is permitted then add {commercial}.
- <u>6.</u> Only apply this rule if the licensed material is {private}: If arbitrary but non-redistributable modifications of the material by the licensee are allowed, then add {moddable} to the contract selection. Otherwise, if modifications are only allowed when no part of the modified material thereafter interacts significantly with a public computer network, add {offline moddable}. Otherwise, add {unmoddable}.
- 7. Only apply this rule if the licensed material is {commercial}: When each time the number of instances of the licensee's product(s) that incorporate the licensor's material increases by a licensor-specified fixed "unit limit" number N, should the licensee be required to pay the license fee (as it was at time of first purchase) again, so that (in effect) the licensor is compensated proportionally to the number of units sold? If so, add {N unit royalty} to the contract selection, where N has been replaced by the licensor-specified unit number. Otherwise, add {royalty-free}.

Licenses without unit limits (a.k.a. truly royalty-free) are *much* more attractive to licensees than those with royalties. Royalties also may be difficult to enforce.

<u>8. Only apply this rule if the licensed material is {commercial}</u>: If the licensed material can only be used as a cohesive whole (minimally changed), such that it cannot be split, recombined, or adapted piecemeal (arbitrarily, part by part) by the licensee, then add {holistic} to the contract selection. Otherwise, add {piecemeal}.

Complete products (such as software, games, movies, novels, technical books, etc) are more likely to be {private}, but in the event that they are {commercial} and {piecemeal} then that implies that the product's internals can be scavenged for reusable parts, just as if the licensee had bought an asset pack of those internals!

<u>9. Only apply this rule if the licensed material is {commercial}</u>: If the licensee must publicly give credit to the licensor's work, such as by listing and/or linking to the licensor in a sufficiently identifiable way in the credits of the licensee's adaptation, then add {attribution required} to the contract selection. Otherwise, add {no attribution required}. Note that attributions may be separate, so that licensees are not required to mar or hinder the aesthetics of their adaptation.

10. If the licensor wishes to grant the licensee special guarantees as to the quality and suitability of the licensed material for the licensor's purpose(s) then add {warranty} to the contract selection and write a corresponding legal document describing the warranty and note where/how to find it in #3 above. Otherwise, if the licensor does not want to bear the risk of such guarantees, then add {no warranty}.

Never add {warranty} without careful consideration and consulting a lawyer. Most licensors should select {no warranty}. Warranties are risky if not airtight.

11. If the licensor wants to protect the licensed material against AI plagiarism (and other forms of automated exploitation that severely endanger the sustainability of the licensor's line of business) by imposing additional legal protections against AI use, above and beyond those protections already available under the law, then add {anti-AI} to the contract selection. Otherwise, if only those protections against AI (etc) already available under the law are required or desired then add nothing.

Be aware that AI poses an extreme risk of permanently destroying the sustainability and profitability of the licensor's business and livelihood. Thus, due to the inherently unethical and economically catastrophic nature of most data-scrapping-based AI systems, MAMIL's author refuses to offer a pro-AI option. It is likely extremely unwise to ever decrease the defenses you have against AI plagiarism.

- 12. MAMIL licenses that omit steps above may still be valid, but omissions are not recommended. MAMIL is designed under the assumption that the steps are followed. There are baseline provisions for helping to resolve any accidentally contradictory or extraneous terms and conditions, but it would be unwise to rely upon them.
- 13. The licensor should remember to export an unmodifiable (e.g. PDF) copy of the edited and filled (contract selected) MAMIL license and to provide it (and all other licenses in use, for the content types those other licenses apply to) to the licensee, ideally upfront (in advance) for maximum credibility and ease of license enforcement. If not (if dealing with a physical in-person copy) remember to sign the optional signatory page (§A) that is provided as a convenience (or some equivalent).
- 14. The licensor should probably also write and display a short 1-3 sentence summary of the license on the product page, since most users won't read the full license.
- 15. Include licensor contact information below, sufficient for your use case. More information is often (but not always) better. If you have a website, link to it.

LICENSOR CONTACT INFORMATION:

%

4 - LICENSE INVENTORY (IMPLEMENTATION DETAILS)

M1 - BASELINE (APPLICABLE TO ALL CONTRACT SELECTIONS)

- <u>1.</u> All rights are reserved. (In many countries, this is redundant/outdated. Some even consider it essentially meaningless. In reality, almost all contracts grant licensees some rights. However, it is nonetheless listed here, as a precaution.)
- 2. The accompanying material (content) is licensed (not sold) to the licensee. The licensee does not "own" the creative work of the licensor, but only has the right to use a copy (or multiple copies) of that material as specified in the license.

However, the licensor cannot revoke the license (exactly as given at the time of purchase) except where some part of this license explicitly allows rights to be revoked or altered. Otherwise, the licensee's license is perpetual once paid. Thus, the licensee does truly "own" the *copy*, though not the intellectual property. This is unlike common one-sided contracts where licensors can revoke copies arbitrarily. This provision may be referred to as the "IP-licensed but copy-owned clause".

- 3. If ambiguity arises in the interpretation of this license, then any ensuing reinterpretation of the license should be made in such a way that it supports the mutual well-being of both parties, such that contrivances or technicalities or loopholes should not be used in ways that contradict clearly apparent intentions as determined (if necessary) by a court of law as being fair to both parties and economically sustainable. This is meant to bias ambiguities towards mutual good. This provision may be referred to as the "spirit of the license clause".
- 4. The license granted by the licensor to the licensee is non-exclusive, meaning (as is standard in many contracts) that the licensor is free to grant multiple different licenses to multiple different licensees (even including under different terms and conditions, whether by platform or by individual licensee or otherwise). Licensees agree not to try to assert exclusivity over the licensed material against the licensor or any other licensees. This is also related to (and arguably already implied by) the fact that the material is licensed (not sold), such that the licensee does not "own" the intellectual property of the material, but only a copy (see #2). This provision may be referred to as the "non-exclusivity clause".
- 5. The material may be licensed by the licensor simultaneously under multiple different licenses (with or without differing prices), including any number of different MAMIL licenses or other licenses. The licensor's material is not exclusive to just one platform or means of access. The purpose of this provision is to enable the licensor to (1) have multiple different distribution platforms and (2) offer multiple different levels or combinations of rights to licensees. Even third-party licenses (such as on print-on-demand and royalty-free sites) may exist as long as they do not require exclusivity. Each license is separate and may not be conflated.

For example, a typical use of this provision would be to offer a more restrictive private-use MAMIL license at a much lower cost alongside a less restrictive commercial-use MAMIL license at a much higher cost. In this way, among many other

possibilities, the licensor can reach many different markets and audiences. This provision may be referred to as the "multi-license variability clause".

- <u>6.</u> If any provision of this license is deemed unenforceable, it shall be automatically reformed however is legally necessary to make it enforceable, such that the revised interpretation adheres as closely as possible to the original text. However, if any such provision cannot be so reformed, then it shall be severed from this license without affecting the enforceability of the remaining terms and conditions. This provision may be referred to as the "severability clause".
- <u>7.</u> The licensor may change what material is available or even stop distributing the material in the future. It is the licensee's responsibility to account for this and save assets. This provision may be referred to as the "material cessation clause".
- <u>8.</u> Any failure of the licensor to enforce any provision of this license in a timely manner shall not be treated as a waiver of such provisions nor of the right to enforce such provisions. The licensee agrees that the licensor's time and resources are likely to be spread thin and may be insufficient for meeting such expectations. This provision may be referred to as the "thin time and resources clause".
- 9. The licensor reserves the right (at any time and at the licensor's sole discretion) to refuse service beyond the first intact delivery of the licensed materials. Sale of any goods or services is subject to availability and circumstance. The licensor does not owe the licensee any customer service. This provision may be referred to as the "no customer service obligation clause".
- 10. The licensor is not under any obligation to give the licensee any refunds unless the sales platform the licensed material was sold on requires it or other provisions imply it. This provision may be referred to as the "no unnecessary refunds clause".
- <u>11.</u> The licensor may not retroactively modify the terms that the licensee originally agreed to. The licensee's originally granted license is the one that applies. This is unlike many contracts that permit later changes by the licensor. New instances (purchases) of the license can still change at the licensor's discretion though.

However, in the event of conflict, if the licensee cannot provide the original version of the license or locate it, then the licensor may choose to require that the licensee instead adhere to another similar version of the license, except that the licensor cannot change any prices or royalties to values that are inconsistent with what the licensee's bank records show the past payment amounts were. This provision may be referred to as the "conditionally non-retroactive license clause".

12. Wherever in the world the terms of this license are applicable within a reasonable approximation of the license's intent (as determined arbitrarily by the licensor's own personal opinion in the event of conflict) then this license is granted there, such that the license is approximately "worldwide". However, in any nation or other locale where the licensor deems that the intent of the license cannot be sufficiently enforced or honored then the licensor reserves the right to revoke or alter the terms and conditions of the license if necessary to protect the licensor's intellectual property and/or the continued viability of the licensor's

business. This provision may be referred to as the "conditionally worldwide clause". Among other things, it is intended to protect the licensor from unknown locales.

13. If the licensor and/or licensee is not under the jurisdiction of the law of the United States, or any applicable international treaties to the same effect, then the terms of this license shall be interpreted according to the closest approximation of the legal code and legal language of the relevant foreign country(s) of the licensor and/or licensee, such that the intent of the license is honored as much as possible.

However, in the event of irreconcilable conflict in this regard, the licensor may choose to consult legal counsel to write a minimally reinterpreted port of the license and the licensee must adhere to that port (retroactively, if necessary) unless it can be proven that the port was made in bad faith. This provision may be referred to as the "foreign license porting clause".

- <u>14.</u> Outside of the United States of America (where this license was originally designed and authored), all financial remediations shall be set according to the equivalent international exchange rate for the relevant international currency(s), provided that such conversion has not already fully taken place via any payment processors (etc), if necessary for administering this license or other payments. This provision may be referred to as the "foreign currency exchange clause".
- 15. If the licensee attempts to sue or bring other action against the licensor at any time, then the licensor may choose to arbitrarily grant that individual licensee a more permissive license designed to sufficiently render any such lawsuit or action as already "made whole" for future use of the licensed material and if the licensor does so then the licensee must drop their lawsuit or other legal action such that no legal expense or time in court can be imposed upon the licensor against their will. This provision may be referred to as the "lawsuit deflection clause".
- 16. Insofar as anything in or associated with the licensor's other statements or claims elsewhere (in any medium of communication: whether spoken, written, signed, or implied; whether by paper, email, text, or otherwise) are in conflict or inconsistent with this document, then this document shall decide ambiguities. Thus, in case of conflict, this document determines the outcome (if possible). This provision may be referred to as the "license miscommunication resolution clause".
- 17. Any brand or business-identifying marks and signifiers (whether officially registered as trademarks or not) associated with or owned by the licensor are not to be construed as being licensed to the licensee, even if present in some form in some part of the licensor's distributed material. Such branding signifiers should be treated as "packaging". The licensee should not reuse such signifiers if present. It is the licensee's responsibility to exercise reasonable effort in removing them. This provision may be referred to as the "business and branding protection clause".
- 18. No endorsement of the licensee by the licensor is implied by this agreement nor by the licensee's use of the licensor's materials. Nothing in this license constitutes or may be construed as permission to assert or imply that the licensee's use of the material is condoned by, sponsored, endorsed, or granted official status

by the licensor or other rights holders. The licensee may not use the material to imply such. This provision may be referred to as the "no endorsement clause".

- 19. If the licensed materials are directly redistributed by the licensee (if doing so is even allowed such as if use of the material inherently necessitates doing so) in a form that gives any of the licensee's own users or customers (if any) easy or direct access to the material, then all accompanying license documents must be retained alongside the licensed material in such a way that the licensee's users or customers are not mislead as to the origin or terms and conditions of the licensed material. This provision may be referred to as the "license preservation clause".
- 20. The licensed material may not be uploaded to a publicly accessible database or other system (whether online or offline) in such a way as to efface or omit the terms of this license or to evade or circumvent rightful payments of the licensor's fees (if any), whether by the licensee themselves or by the licensee's own users or customers. This provision may be referred to as the "data misappropriation clause".
- <u>21.</u> The licensee may store and transmit the licensed material within the confines of their own private network(s) and database(s) and any other reasonably secured and private medium of communication or storage so that the licensee's ability to rightfully handle, search for, and manage the licensed material is not impeded. This provision may be referred to as the "rightful workflow freedom clause". It is included as a precaution and for clarity, to put the licensee at ease given #20.
- 22. The sui generis property right of the licensor to any database(s) in the licensed material and the time and effort and results of gathering together any other data or assets for use by the licensee is retained (insofar as it rightfully can be) by the licensor but is licensed (not sold) to the licensee for use, but such license does not permit processing any of the licensed material into any aggregated or transformed form that in effect enables circumventing intellectual property rights or bypassing rightful compensation of any creators, even if indirectly. This provision may be referred to as the "disingenuous aggregation defense clause".
- 23. The licensee must not misrepresent the origins of the licensed material, regardless of whether publicly visible attribution is required by the licensor. Thus, for example, the licensee may not lie about having created the material and indeed must admit to where it came from if asked. Plagiarism is never permitted. This provision may be referred to as the "anti-misrepresentation clause".
- <u>24.</u> Part of MAMIL's goal is to offer a standard baseline of ethical reassurance that balances the interests and well-being of both the licensor and licensee. This goal can only be assured if the MAMIL license has not been modified unless clearly communicated as such (in which case it would no longer be "standard MAMIL"). Therefore, as a defense against deception of either party or misrepresentation of the provenance of this license, then in the event that the licensor has modified the text of this license but failed to communicate that clearly, then any court of law may instead consult the text of a standard MAMIL license (sourced from its original author by downloading it from <u>WraithGlade.com</u>) if it deems doing so to be more fair.

However, if the licensor writes "as modified by [licensor's name or brand]" legibly near the logo or mascot of the MAMIL license (on the 1st page of this document) then that shall be sufficient to communicate the change, thus voiding this contingency.

A "modified license" does not refer to licenses that have merely had their contract selections filled out. Such licenses are not "modified" but are merely "filled".

This provision may be referred to as the "anti-tampering due diligence clause".

- 25. In the event that the licensor has omitted some of the contract selection elements that the contract selection process (§3) guides licensors to specify, then the licensor and licensee agree that the selected license modules present will still be applied as much as any court of law can reasonably apply them and hence are still valid. This provision may be referred to as the "selection step omission clause".
- 26. If the licensor writes contradictory terms and conditions into the license then whichever terms and conditions are more restrictive on the licensee will prevail, except for regarding any royalties or upfront payments, in which case the terms least profitable for the licensor apply. This provision intends to balance ease of licensor customization against the risk of licensee exploitation. However, it is best to avoid including contradictory license terms as much as possible. MAMIL is intended to be widely usable though. Indies often can't afford legal council. This provision may be referred to as the "contradiction resolution clause".
- <u>27.</u> If the terms and conditions contain multiple copies of identical (in effect) clauses then only one shall apply, so that the intended consequences are not erroneously applied multiple times. The order of terms and conditions also doesn't matter. This provision may be referred to as the "set logic resolution clause".
- 28. If extraneous terms and conditions are present (whether due to not following the contract selection process properly or some other sufficient reason), such that it is not clear what those terms and conditions are even referring to (e.g. contract selections for content that doesn't exist in the licensed material) or which cannot even be applied in any sensible way (e.g. requiring attribution for adaptations when adaptations are not allowed) then excess/inapplicable terms and conditions may be ignored. This provision may be referred to as the "extraneous term removal clause".
- 29. If any of the numbered provisions or cross-references of this document are incorrectly numbered then they may be rearranged or renumbered (if possible) to be correctly numbered or correctly cross-referenced so that the most likely intent is still valid. This provision may be referred to as the "numbering correction clause".

MULTI-PROVISION NOTE: The "anti-tampering due diligence", "selection step omission", "contradiction resolution", "set logic resolution", "extraneous term removal", and "numbering correction" clauses above collectively are intended to help protect licensors and licensees from alterations to MAMIL's license terms that may interact in harmful or unintended ways, to reduce the chances of legal impasses. Many (perhaps most) indie creators cannot afford lawyers yet must specify contracts. It is thus increasingly economically necessary (especially as exploitation and economic parasitism from larger firms increases) that indie creators be able to do so safely.

- 30. Regardless of whether the licensed material is provided at a discount or even at zero cost, the material shall always be considered to be "behind a paywall", such that any form of legal argument that the material is "public" or "free" is invalid. All discounts are purely a courtesy by the licensor. The underlying economic value of the provided items is always to be considered as non-zero and subject to tort. Even the mere visibility of the product is to be considered non-public and non-free. This provision may be referred to as the "perpetual paywall clause". It is intended to increase legal protections against plagiarism and disingenuous "fair use", etc.
- 31. The licensee grants the licensor the right to pursue proportional remedies in the event of violating the license, such that the greater the harm that the licensee has perpetrated against the licensor the greater the remedy the licensor may seek. Misappropriation of licensed material that is unbounded (e.g. AI, if applicable) is especially egregious, in whatever form it takes, and the licensee agrees such harms are real. This provision may be referred to as the "proportional remedy clause".
- 32. If for any period of time greater than or equal to 5 years the licensed material is "abandoned" by the licensor, such that the licensed material is no longer available in any form for purchase or download under any license, then any licensee who previously purchased a license to the material when it was still available shall gain the right to redistribute the licensed material to anyone under the same license as it was originally given to the licensee but discounted to zero cost. All royalties (if applicable) are also set to zero. Furthermore, the licensee also gains the right to modify the licensed material just enough that it continues working on modern systems (of any kind, whether digital or physical) and to provide basic user interface extensions and setup utilities to do so practically. Notice however that none of this gives the licensee the right to change any other aspect of the license. Thus, for example, if the anti-AI module was in effect then it still applies, etc. Also, once this provision goes into effect then it cannot be undone by the licensor, although new licenses of licensor-altered licensed materials are not governed by it. This provision may be referred to as the "abandonware clause". It is intended to protect the licensed material from licensor neglect, so that the licensed material can still survive and benefit society without forcing people to break the law.
- 33. If the licensor becomes permanently incapacitated or deceased and no rightful owner or heir to the licensed material (whether business, kin, or other assignee) arises to manage the future of the licensed material, as proven by a public announcement of such in some form, then after a period of 5 years any licensee who previously purchased a license to the material from the original licensor shall gain the right to redistribute the licensed material to anyone under the same license as it was originally given to the licensee but discounted to zero cost. All royalties (if applicable) are also set to zero. Furthermore, the licensee also gains the right to modify the licensed material just enough that it continues working on modern systems (of any kind, whether digital or physical) and to provide basic user interface extensions and setup utilities to do so practically. Notice however that none of this gives the licensee the right to change any other aspect of the license. Thus, for example, if the anti-AI module was in effect then it still applies, etc. Also, once this provision goes into effect then it cannot be undone by the licensor's heir(s), although new licenses of licensor-heir-altered licensed

materials are not governed by it. This provision may be referred to as the "incapacitation clause". It is intended to protect the licensed material from the possibility of the licensor's demise, so that the licensed material can still survive and benefit society without forcing people to break the law.

- 34. The licensee is granted the perpetual right to repair the licensed material whenever and however much is necessary to make it possible to use the licensed material again if ever the licensed material becomes inoperable, broken, unusable, or otherwise marred so as to no longer be functionally practical or aesthetically acceptable for use, whether due to any change in available operating environments (whether software or hardware or otherwise) or any decay or damage to the licensed material itself (whether digital or physical; e.g. computer data errors, physical damage, etc). This provision may be referred to as the "right to repair clause".
- 35. The licensee is granted the perpetual right to create any number of inactive and unused (until necessary) private backups of the licensed material, and also any of the licensee's repairs or modifications to such, as granted elsewhere in the license (where applicable), except that this may not be used as a loophole to get around any other restrictions of the license (e.g. anti-AI). Backups may never be redistributed outside the bounds of the legal entity who rightfully purchased the license, not even in a highly transformed or altered or aggregated form, unless such is granted elsewhere. This provision may be referred to as the "right to backup clause".
- 36. The licensee agrees to indemnify, defend, and hold the licensor and all the licensor's associates, affiliates, partners, rights holders, and suppliers harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to a buyer's or licensee's use of this license, the material, or the means by which the material was obtained (regardless of form, process, or medium). This provision may be referred to as the "indemnification clause". It protects the licensor from unfair entanglement with any liability for 3rd party lawsuits (e.g. the licensee being sued by their own downstream customers), among other things.
- 37. If at any time the licensee communicates an idea or suggestion for any improvement or any other alteration (of any kind and in any medium or context) then by doing so the licensee thereby grants the licensor a perpetual non-exclusive royalty-free right to use and incorporate any such ideas or suggestions within the licensed material and/or within any of licensor's other works and to create new derived ideas of the licensor's own based on such without any limitation besides not violating the licensee's trademarks and branding (if any) and without any kind of compensation being owed to the licensee in any form or context, unless explicitly agreed to in advance by both parties. The licensee also cannot sue the licensor for any such use of any such ideas or suggestions, or if they nonetheless attempt to do so then the licensee must pay all legal expenses of both sides in all proceedings. Likewise, all contributions of actual work (e.g. bug fixes of code, image editing of art, etc) submitted by the licensee to the licensor for inclusion in the licensed material are likewise granted as a perpetual non-exclusive royalty-free right to the licensor. Furthermore, if any of the ideas or suggestions offered by the licensee imply the use of a patent owned or held by the licensee then the licensee is also (by the act of offering any ideas and suggestions that require the use of any such patent) also thereby granting the licensor a perpetual non-exclusive royalty-free

right to use all licensee patents related to or relevant to the implementation of the ideas or suggestions owned or held by the licensee at no cost to the licensor. This provision may be referred to as the "good-faith suggestions clause".

- 38. If the licensed material contains or requires the use of any patents (of any kind; whether physical engineering, scientific research, software patents, or otherwise) or of any other included or necessary technology that requires royalty payments from the user then the licensor is (by virtue of selling a MAMIL license to the licensed material to the licensee) granting the licensee a non-exclusive right (bounded to the lifetime of this MAMIL license) to use any such patents etc at no additional cost beyond those costs explicitly stated and required by MAMIL (such as an "N unit royalty" contract selection, for example). The intent here is to prevent the licensor from hiding undisclosed patent fees or other royalties in the licensed material. This provision may be referred to as the "no hidden royalties clause".
- 39. The licensee may not sublicense the licensor's material, unless such rights are explicitly granted elsewhere in this license (e.g. in the "abandonware clause") or in a licensor-licensee agreement to that effect. If the licensee nonetheless does so without consent, then all profits made by that licensee by doing so are the rightful property of the licensor and must be paid by the licensee to the licensor in addition to whatever other legal remedies and restrictions may already otherwise apply. Rightful adaptations of the licensed material by the licensee are not "sublicensing" however, and the licensee is only expected to exercise reasonable and practical precaution in preventing direct or easy access to the licensor's material. This provision may be referred to as the "no implicit sublicensing clause".
- 40. The licensor may not sell or redistribute any of the licensee's personal information, demographics, or computer data (regardless of whether that data is individualized or aggregated) to any other legal entity (individual, team, corporation, etc), whether in whole or in part, except if such a transfer is (1) provably accidental, (2) only used so that the licensor can publish abstracted privacy-respecting statistics and general information about itself as a business, (3) necessary or expedient for a practical investigation of a problem in the quality of the licensed material (such as fixing errors in code, etc), (4) necessary for law enforcement, (5) necessary for performing a lawful merger of the licensor's legal entity with another legal entity, or (6) otherwise determined by a court of law or by explicitly or implicitly mutual licensor-licensee agreement to be benign or wholesome in intent (meaning lacking in probably harmful or exploitive qualities). This provision may be referred to as the "non-parasitic data management clause". Its intent is to disallow the licensor from ever treating the licensee's privacy as a commodity. No business that respects its customers' humanity would commoditize them.
- <u>41.</u> If the terms and conditions of this license contradict those of the platform on which the licensed material was sold (if any) then only those that are mutually compatible may apply, though in cases of irreconcilable ambiguity or conflict this license has preference. This may be referred to as the "platform conflict clause".
- <u>42.</u> If the modular nature of this license agreement is deemed by a court or other authoritative or governing legal body or council to be unenforceable or to be too confusing or unconventional or unclear then the license agreement shall be amended

and rewritten so as to be as closely equivalent to the contract selection made according to this license's guidelines (§3) as possible but with only those parts of the legal text still needed to apply the licensor's selected terms and conditions remaining in it. This provision may be referred to as the "demodularization clause".

43. Licenses that are not MAMIL are not subject to MAMIL's baseline module (i.e. are not governed by §4.M1's numbered list of provisions — i.e. the numbered provision list you are currently reading). These provisions apply only to those content types licensed by MAMIL according to the contract selection, not to other licenses. This provision may be referred to as the "mixed-license baseline clarification clause".

M2 - ENTERPRISE (ONE LICENSE REQUIRED PER LEGAL ENTITY)

- 1. This license is granted to whatever the largest cooperating single legal entity the person purchasing the license is a rightful representative of for the purpose of making any such purchases and/or legal agreements at the time of purchase. In this way, a single purchased copy of the licensed material is sufficient to enable all members of that single legal entity to utilize the licensed material without needing to count the number of "seats" or simultaneous users of the license nor to track the number of installs. The legal entity need only exercise reasonable and practical precautions to keep the licensed material confined to itself so as to not knowingly undermine the licensor's line of business by spreading the material externally.
- 2. The term "single legal entity" means any legal entity that is not itself an amalgamation of multiple legal entities that are themselves just legal abstractions. By this definition, real individual human beings are not "abstract legal entities" whereas corporations and LLCs and such are. Thus, each corporation or team or family or person (etc) is required to purchase its own license. In contrast, if an umbrella corporation or conglomerate wishes to purchase a license to the material then each tangible (not amalgamated) legal entity contained within must purchase its own copy.
- 3. A person who is a member of a domestic family may expand or shrink their license to the licensed material at any time to include the whole family or any subset of it so long as those other members of the family all agree to do so and to the terms. There is no need to notify the licensor that any such change has occurred.
- 4. Whenever the legal entity changes its structure then the license is transferred with the same terms and conditions to whatever the new altered legal entity is, except if doing so would violate the implied restrictions of #2 above, in which case it is possible that additional licenses must be bought if doing so is necessary.
- <u>5.</u> The legal entity cannot be claimed to be "the public" or any other such loophole that clearly does not respect the reasonable rights and business of the licensor.
- <u>6.</u> The legal entity acquiring the licensed material must be in some form persistent, such that the legal entity cannot be so transient that its existence as a coherent and regularly internally-cooperating legal entity is highly questionable. An example of this would be if a group of people formed a temporary "crowdsourced" coalition or movement whose purpose is to pretend to be a coherent legal entity in order to get copies of the licensed material at greatly reduced cost, thereby circumventing the licensor's rights and ability to survive into the future as a sustainable business.
- 7. The act of purchasing an "enterprise" license neither requires that an individual person making the purchase become a special legal entity (e.g. LLC, etc) nor does it cause that individual to become so implicitly. The word "enterprise" is only used here because it is the most commonly used legal term for this kind of license (a license where there is no need to track the number of "seats" or license copies within the confines of the boundaries of a single legal entity). MAMIL's concept of an "enterprise" license is entirely compatible with individual purchasers and indeed is typically a more generous and permissive license option for licensees regardless of whether it sounds right for them to think of themselves as being an "enterprise".

M3 — PER-PERSON FLOATING (ONE LICENSE REQUIRED PER PERSON)

- 1. This license is granted on a per-person basis to whatever the legal entity the person purchasing the license is a rightful representative of for the purpose of making any such purchases and/or legal agreements at the time of purchase. In this way, each purchased copy of the license permits one more person to simultaneously actively work with a copy of the licensed material at any given moment of time. Each such license may be referred to as a "per-person floating license" or "seat" of the license. Such licenses are not bound to any specific individual, not even to the representative who performed the purchase necessarily, though licensees are of course free to implement their own internal restrictions on when and how access is granted within the entity's confines in order to better enforce their own policies and obligations. The legal entity need only exercise reasonable and practical precautions to keep the licensed material confined to itself so as to not knowingly undermine the licensor's line of business by spreading the material externally.
- 2. If no technological or other means of tracking the number of seats in use is built into the licensed material then the licensee's use of the licensed material is based on an "honor system", meaning that the licensee is still expected to make a reasonable and practical best effort to still enforce the per-person restriction. If on the other hand the tracking is built-in, then the licensee must also not attempt to circumvent or disable any such tracking, so that the licensor can enforce it.
- 3. The license may be applied to any legal entity of any size or number of members as long as the per-person restriction is fulfilled and each license fee is paid. This applies to individuals, families, teams, corporations, conglomerates, non-profits, governmental bodies, or any other kind of institution or organized group.
- <u>4.</u> Whenever the legal entity changes its structure then the license is transferred with the same terms and conditions to whatever the new altered legal entity is. As long as the license's terms are adhered to and the number of simultaneous users does not change then there is no need to notify the licensor of such changes.
- <u>5.</u> For avoidance of doubt, there is nothing about a per-person floating license that disallows a single individual person from purchasing a license to it. The licensee does not need to be an abstract legal entity. Likewise, if or when a legal entity shrinks down to the size of one person for whatever reason, it is still valid.
- 6. If the legal entity embodied by the licensee merges with another and brings the license along with it, and both parties knowingly agree to this merger and to the accompanying license, then the license becomes the property of the merged entity. This agreement may also be applied after the fact, such that the effect is still the same. The intent of this is to avoid future ambiguity of ownership of the license.
- 7. If the licensee is a legal entity whose primary purpose is genuinely to function as a public library, educational institution, digital history preservation entity, legitimate charitable organization, or governmental body then the licensee is also granted a right to allow members of the public to temporarily be lent out copies of the material for viewing and/or listening and/or educational use, such that the number of copies that may be lent out at a given time equals the number purchased.

M4 - PRIVATE (FOR INTERNAL, PERSONAL, OR EDUCATIONAL USE)

- 1. Regardless of how much or how little the licensed material has been modified, adapted, and/or transformed by the licensee, the licensed material may not be redistributed by the licensee without explicit case-by-case permission (specified elsewhere, if any) from the licensor to do so. However, this should not be taken to mean that backups and/or repairs of the licensed material cannot be created by the licensee and placed or copied elsewhere for safekeeping or relocation. They can.
- <u>2.</u> The licensee must exercise reasonable and practical precautions to prevent the licensed material from becoming redistributed without proper licensor compensation. This includes making sure not to upload the material to public web pages, etc.
- 3. The licensed material can be used internally within whatever legal entity rightfully purchased a license to it even if that use *supports* commercial aspects of the legal entity's operations or other activities. The "private" nature of the licensed material mainly refers to disallowing public redistribution of the licensed material regardless of whether modified, adapted, and/or transformed or not. The license does not prohibit profit-seeking legal entities from using the licensed material. It merely disallows adapting the material into public-facing products.
- 4. For additional clarity of intent: The most common use cases for this kind of license are products that are meant to be thought of as complete works that are being sold to the public by the licensor, such as would be typical of (for example) a proprietary video game, movie, album, book, or computer program. In such cases, the licensee is less likely to be a fellow creator and is more likely to be someone who is just (in this case) acting as a "consumer" or "end user" of the product.

Indeed, whereas private-use licenses are more "business to consumer" in spirit, commercial-use licenses (in contrast) are more "business to business" in spirit. This is true even if the licensee's business is a sole proprietorship (one person). This definition is slightly different than how some people use "commercial". In particular, "commercial" in MAMIL means roughly "adaptable into public-facing products". MAMIL's private and commercial options both allow for-profit use (in addition to also allowing personal, educational, non-profit, and governmental use).

M5 - COMMERCIAL (FOR ADAPTATION INTO PUBLIC-FACING PRODUCTS)

- <u>1.</u> The licensed material may be adapted, modified, and/or transformed by the licensee so that one or more products of the licensee's own design incorporate some part or whole of the licensed material, except where any such adaptations, modifications, and/or transformations violate the licensor's intellectual property rights or any other component of or implication of this license document.
- 2. The licensee must exercise reasonable and practical precautions to prevent the licensed material from becoming redistributed without proper licensor compensation. However, this is not to be construed as barring the licensee from distributing their own significantly and substantively adapted, modified, and/or transformed designs based upon the licensed material so long as any such licensee products do not directly compete with the licensor's line of business as exemplified by the relevant licensed material. Thus, "equivalently", the licensed material could be said to be "for adaptation but not for direct resale nor partially/wholly plagiarized resale".
- 3. The licensed material may be used either internally (privately) or externally (commercially), including for public-facing (but license-abiding) products and there is no limitation on the number of such human-made products the licensee can use the licensed material for, including any number of human-made "sequels" or "spin-offs" (etc) so long as the licensee's use of the material does not economically undermine or compete with the licensor's own product offering(s) of the licensed material.
- 4. In the case of computer source code (whether uncompiled text or compiled binaries or otherwise), if the licensee wants to open-source some of the licensee's own code that incorporates any part of the body of the code of the licensed material and the "abandonware" (see §4.M1.32) and/or "incapacitation" (see §4.M1.33) clauses of this license have gone into effect then the licensee may open-source their code freely regardless of the licensor's preferences, exactly as if the code had been independently invented and was free of all copyright and patent (but not trademark and branding) encumbrances, but may not then exploit this fact to sue the licensor.
- <u>5.</u> For additional clarity of intent: The most common use cases for this kind of license are products that are meant to be thought of as "asset packs" that are being sold to fellow creators and/or businesses by the licensor, such as would be typical of (for example) "stock photography" websites or any other kinds of commercially reusable asset selling websites (etc) across practically all mediums of creativity. In such cases, the licensee is likely to be a fellow creator and/or business and is less likely to be merely acting as a "consumer" or "end user" of the product.

Indeed, whereas private-use licenses are more "business to consumer" in spirit, commercial-use licenses (in contrast) are more "business to business" in spirit. This is true even if the licensee's business is a sole proprietorship (one person). This definition is slightly different than how some people use "commercial". In particular, "commercial" in MAMIL means roughly "adaptable into public-facing products". MAMIL's private and commercial options both allow for-profit use (in addition to also allowing personal, educational, non-profit, and governmental use).

M6 - MODDABLE (MODIFIABLE FOR PRIVATE USE: HALF-OPEN)

- 1. The licensed material may be freely and arbitrarily modified, adapted, and/or transformed within the confines of the rightful legal entity of the licensee. This even includes producing very significantly different derivative works based on the licensed material and freely altering whatever part(s) of the licensed material are within the licensee's means and skill to modify. Yet, The resulting modified material cannot be publicly released by the licensee without fully negotiating such. In effect, the result is that the licensed material is a hybrid of "proprietary" and "open source" and hence is "half-open" in that it is open in private but not public.
- <u>2.</u> The wording of #1 applies to all types of licensed material, not just code. The use of "open source" in #1 is just a clarifying analogy, likely commonly understood. This informal "open source" simply means "openly visible and alterable by users".
- <u>3.</u> The licensor is not obligated to agree to allow licensee modified, adapted, and/or transformed material to later be released publicly by the licensee. The licensor merely reserves the right to potentially grant that later if negotiated.
- 4. The licensor grants all licensees the right to share their own modifications of the licensed material amongst themselves (whether for free or for profit, including on websites) provided that the material is reasonably guarded against access or use by people or other human or non-human entities that do not own licenses. In this way, the licensed material is able to support a fully legal "modding community".
- 5. In the event that the "abandonware" (see §4.M1.32) and/or "incapacitation" (see §4.M1.33) clauses of this license come into effect, then licensees also gain the right to likewise share their modifications, adaptations, and/or transformations of the licensed material with the public at no cost and no royalty, although the other constraints of this license (e.g. the anti-AI module, if it was selected) still apply. Thus, if moddable licensed material is abandoned by the licensor or if the licensor is rendered incapacitated, the licensed material in effect becomes de facto (pseudo) open source, ensuring the public good and preservation of the work.

M7 - OFFLINE MODDABLE (MODDABLE EXCEPT NETWORK TRANSMISSIONS)

- 1. All the provisions granted by §4.M6 apply here also, except for that all modifications, adaptations, and/or transformations of the licensed material that the licensee performs are never permitted to publicly transmit any data across a computer network or other similar technological network, such that all network transmissions sent by the licensed material may only come from copies of the licensed material that have not been modified, adapted, or transformed in any way.
- 2. These restrictions against network transmissions from/to modded copies of the licensed material do not apply when all of the following are true: (1) all network transmissions are only between legal licensees, (2) all licensees participating in such network transmissions are using functionally (not necessarily literally) identical copies of the licensed material (such as copies that all have the exact same set of mods applied), and (3) the licensor's business is not being undermined.
- <u>3.</u> The licensee must not tamper with or otherwise maliciously or unfairly manipulate the licensed material even through external means, such that even any external means of manipulation that may not "technically" alter the material itself shall also nonetheless counts as being a violation of these terms and conditions.
- 4. The licensor may cut off access of any rule-violating licensee to the material, such that the licensee's license may be revoked and (at the licensor's discretion) either (1) required to purchase a new license or (2) permanently banned from using the licensed material (regardless of whether they purchase it again). The licensor may apply this penalty as many times as the licensee recidivates (reoffends).
- <u>5.</u> For avoidance of doubt: These restrictions are not to be taken as disallowing the licensee from rightfully downloading and/or uploading the licensed material in ways that are necessary for performing backups, repairs, or necessary administration.
- 6. For additional clarity of intent: One of the most common use cases for this contract selection ("offline moddable") is to support "anti-cheating" systems without taking away the ability or right to make other (offline) modifications. In particular, allowing modified versions of licensed material to transmit data over the internet (or to otherwise be transmitted in such a way by some other system) poses a risk of harming the ability of other non-exclusive licensees of the licensed material to use, enjoy, and/or benefit fully from the licensed material. This is especially true in the case of software and especially for video games that support some form of "multiplayer" or "network connectivity" or "score uploading" (etc) because permitting modified versions of the licensed material to operate in such an environment may compromise and degrade the entire community's use of the licensed material in a myriad of possible ways. However, "anti-cheat" is far from the only applicable example. Software security mechanisms are another possible reason for choosing this contract selection, such as protecting the licensor's livelihood via network-connected tracking mechanisms to monitor for legal vs illegal uses. These are just examples though. All substantively altered network traffic is disallowed.

M8 — UNMODDABLE (NOT MODIFIABLE EXCEPT TO MAKE FUNCTIONAL)

- 1. The licensed material may not be modified, adapted, and/or transformed by the licensee in any way other than those ways that are inherently a part of the functionality of the licensed material or are essentially necessary in practice to make the licensed material work or to use it. For example, typographic fonts may be next to impossible to use in some cases (e.g. in documents) without inadvertently redistributing or modifying them, and thus such reasonable uses are permitted. For another example, built-in functions (such as saving data files) of software likewise cannot be rightly construed as violations of the license even if it technically "modifies" the licensed material. Built-in and necessary functionality is essential.
- <u>2.</u> As stated elsewhere, but reiterated here anyway for avoidance of doubt: The licensee is not permitted to redistribute the material without licensor permission.
- 3. For the purpose of interpreting #1: the licensee agrees that "necessary" does not include "whatever the licensee views as necessary for making a profit" (whether objectively or subjectively, and regardless of how good of a case the licensee can make for it) or anything else of that nature, but instead only refers to functional necessities that are structurally inherent to the nature of the licensed material and are not merely extraneous opportunities for its use. The intent of this provision is to protect the licensor from contrived and disingenuous arguments from licensees designed to rationalize indirect theft or other kinds of ways of "taking advantage of the letter of the law while not honoring its spirit" and such.
- <u>4.</u> For additional clarity of intent: This option (selecting "private" combined with "unmoddable") is the most closed and most proprietary combination of MAMIL contract selections and most closely resembles traditional (one-sided) proprietary licenses. However, it is still substantially more good-natured than most proprietary licenses, due to the presence of the baseline module (see §4.M1) and its ethical implications.

M9 - N UNIT ROYALTY (LICENSE FEE IS FOR EACH N UNITS SOLD)

- $\underline{1.}$ The license fee for using the licensed material is per N units of whatever the licensee incorporates the licensed material (in whole or in part) into. So, for example, if the licensor specifies a "500 unit royalty" then the licensee must pay the licensee fee for the licensed material again each time the number of sold units passes a threshold of greater than or equal to 500 units not yet accounted for.
- <u>2.</u> The licensee only needs to pay the fee when the unit limit threshold is actually passed. Thus, for example, if there is a "500 unit royalty" then a licensee who has sold 499 units does not need to pay the license fee again until 500 units are sold. However, the licensee can alternatively elect to pay the fee split per unit if the licensee prefers and if all transaction fees for doing so are paid by the licensee. The licensor may also provide the means to help do so, if the licensor wishes to.
- <u>3.</u> The licensor may (but is not required to) build in tracking (if possible, such as in the case of a computer program) designed to detect when the licensee's use has exceeded the unit count. The licensee agrees not to circumvent or disable such tracking and to honor it as long as there isn't evidence of erroneous tracking.
- 4. Although faster payment is preferable, the licensor may not require the licensee to pay additional fees any faster than once per year-aligned financial quarter (3 months) and may not punish or penalize the licensee for not paying before that time interval. The licensor's built-in tracking system (if any) may still nonetheless make it possible to pay faster and may also encourage the licensee to do so.
- <u>5.</u> If the license fees (a.k.a. "royalties" in this case) are already accounted for by some other 3rd party payment system or platform on which the transaction for the licensed material took place or was enabled by, then that platform's rules may take precedence when in conflict with the royalty rules specified in this MAMIL license. It is better, however, to account for that in advance and avoid potential conflicts.
- <u>6.</u> The licensee is not liable for licensed material that is stolen by the licensee's users despite the licensee's reasonable and practical efforts to protect the licensed material unless there is evidence that the licensee knowingly enabled such misappropriation or was negligent. Although stronger protections are preferable, the licensee need only implement at least basic protection, such as merely ensuring that licensed material access is in some way obscured. For example, hiding a file behind encryption or embedding it in an EXE suffices, even if the chosen obfuscation scheme is "known to be easily breached" by attackers. Security is too hard to guarantee.
- <u>7.</u> The royalties do not accumulate interest, but if 2 years or more of delinquency have passed then the licensor may require that the payment be inflation-adjusted to have the same buying power (value) as the day on which the license was purchased.
- <u>8.</u> If the licensor delays seeking payment for owed royalties then that does *not* count as the licensor waiving the licensee's owed payments. Payment is still owed.
- 9. Inert backup copies of digital files that are created by the licensee or the licensees users do not count as additional copies for the purpose of royalties.

M10 - ROYALTY-FREE (LICENSE FEE IS ONE-TIME, NOT PER UNIT)

- <u>1.</u> There is no per unit royalty associated with the licensee's adapted, modified, and/or transformed use(s) of the licensed material. No matter how many different products, sequels, prequels, or spin-offs the licensed material is used in and no matter how many copies of that adapted work are sold and/or replicated there is no increase in the amount of money owed by the licensee to the licensor.
- 2. Naturally (given #1), the licensee does not need to attempt to track the number of copies of the licensed material that are in use. Nonetheless, the licensor may include such tracking (if possible), though not in ways that violate the privacy policies of this license (such as forbidding commoditizing users' info for resale; see §4.M1.40). Such tracking can still be useful for detecting and counteracting theft of licensed material (entirely unpaid licenses) and other malevolent uses.
- 3. The royalty-free nature of the licensed material cannot be construed as a grant to redistribute the material nor to plagiarize or undermine the licensor's line of business by competing with the licensed material's product parasitically. An example of "parasitic competition" would be selling any product that is similar enough to the licensor's product that selling it is likely to economically harm the licensor.

The more akin to competing with the licensor's business any use of the licensed material is the more likely it is that such a use is unethical and not permissible.

- <u>4.</u> This royalty-free license is granted regardless of the medium by which the licensee's adaptation, modification, and/or transformation of the licensed material comes into existence, whether digital or physical. However, this may not be construed as permission to violate other constraints of the license (such as anti-AI constraints, if applicable, or misappropriation into a database as in §4.M1.20).
- <u>5.</u> If the licensee wishes to produce and sell a product based in whole or in part on the licensed material and that product is more like a competing product than like an adaptation into some larger creative work, then the licensee must negotiate the terms and conditions and compensation of such with the licensor. The licensor is not under any obligation to grant such a special request though. It is merely possible.
- 6. Sublicensing of the licensed material, such as into larger "asset packs" of other royalty-free assets must be negotiated with the licensor. Collecting (and also possibly modifying) licensed material into a larger collection of resold assets is not sufficiently transformative to count as a legitimate adaptation of the material, but is instead an example of circumventing the licensor's rights and sustainability.

M11 - HOLISTIC (ADAPTED LICENSED MATERIAL MUST REMAIN WHOLE)

- 1. The licensed material may only be adapted into the licensee's work or products in ways that keep the licensed material together as one coherent whole within the licensee's adaptation. The licensed material may not be broken apart, split up, reconfigured, or scavenged from in any piecemeal kind of way. The components and subcomponents of the licensed material may not be used separately on their own.
- 2. Placing the licensed material into a broader context or environment is of course permitted. Otherwise, there'd be hardly any way to use the material in practice. Thus, for example, if the licensed material is a painting then the full painting could be adapted by placing it into a video game so that it is visible in-game as a complete painting located on some wall somewhere. It may be at times obscured. In contrast though, it may not be chopped up or deformed or corrupted in meaning.
- 3. Minor edits and functional alterations to the licensed material, such that the licensed material is still clearly predominantly whole, even if not technically the same, are permitted. The intent of "holistic" is not to make the licensed material impractical to actually use, but rather to ensure the work that is embodied by the licensed material is respected as an artistic or intellectual whole. For example, using color post-processing on an image to make the image visually fit better with the rest of an environment (e.g. greyscaling it to fit a grey environment or contrast-correcting it or applying reasonably moderate GPU shader effects) is permitted. Trimming or letterboxing the edges of a painting so that it fits into an aspect ratio or picture frame would also be allowed. Likewise, applying audio mastering and reverb filters and stereo placement to an audio file so that it fits in the environment it is intended for is also permitted. The same kind of reasoning can be applied to any other medium of communication or relevant creative form. The deciding fact is whether the essence of the work as a whole is respected and intact.
- 4. The requirement for the licensed material to remain whole does not apply to components of the licensed material that amount to mere "packaging" or branding. For example, if the licensor's company logo is included in some parts of the distributed licensed material (such as in included "demos" or "templates" or "mockups") in a way where reasonable use requires the removal of those "packaging" or branding parts when the licensed material is actually adapted by the licensee into a design then that is permitted use. However, in contrast, in cases where there is a prevailing social norm where a component may be considered substantively and inherently a part of the piece, such as (for example) an artist's signature on a painting, then removal is not permitted use. The licensor's opinion shall determine such cases in the event of conflict. Thus, in such cases, the licensee should ask in advance. However, the licensor cannot later revoke this permission once given this way.

M12 - PIECEMEAL (ADAPTED LICENSED MATERIAL MAY BE SPLIT UP)

- 1. The licensed material may be broken apart, split up, reconfigured, or scavenged from arbitrarily for the purpose of being used by the licensee in their adaptation, modification, or transformation of the licensed material for use, except where other constraints of this license (e.g. anti-AI, if applicable) imply otherwise.
- <u>2.</u> The permission granted here to work with the licensed material in a largely arbitrarily piecemeal way may not be construed as granting the licensee any right to violate the licensor's trademark and branding rights or to misrepresent anything.
- <u>3.</u> Misuse of the licensed material's or the licensor's administrative or security or privacy components (if/when applicable) is not permitted. Components of the licensed material which amount to "packaging" or "transit" are not licensed to the licensee.
- <u>4.</u> The licensed material may not be used in ways designed to slander or misrepresent the licensor by exploiting the piecemeal nature of this license. The licensee must use the licensor's material only in ways that are respectful and good-natured.
- <u>5.</u> The piecemeal nature of this license does not permit the licensee to circumvent requirements for giving credit to the licensor if attribution is elsewhere required. Regardless, the licensee may not lie about where any component came from if asked.

M13 - ATTRIBUTION REQUIRED (LICENSOR MUST BE CREDITED)

- 1. Whenever the licensee uses the licensed material in a creation or product, then the licensee is required to give credit in some clearly apparent form for the part that the licensor's material contributed to. The licensor's company name, brand, alias, and/or real name may be written or linked to do so, or alternatively conveyed in such a way as to be readily apparent and practical in the relevant medium of communication (e.g. in an audio clip by appending a mention to the start or end).
- 2. It is not necessary that the attribution be placed alongside the location or context where the licensed material exists in the licensee's creation or product. Doing so may make it easier to discern exactly what was contributed to by the licensor and is an admissible way of attributing the licensor. However, the licensee is allowed to have a separate area where credit is given to contributors, such as in the scrolling credits of a movie or a game or a fixed plaque or notice or document that accompanies the creation or product in the environment in which it exists.
- 3. Although it is preferable to be reasonably specific about what is being credited to the licensor, if the licensee merely lists and/or links to (or communicates in some other sufficient medium) the licensor alongside all other credits given to contributors then that is adequate for fulfilling the attribution requirement, even if it is not clear which specific part the licensor's material contributed to. This policy exists because it is all too easy for a licensee to lose track of where (or even if) any specific contributor's work was actually used and the licensee may have limited means of doing so or may be spread thin or easily stressed to the point of struggling to maintain organization or to fully account for or track everything.
- 4. Regardless of whether attribution is required, it is important to realize that plagiarism is not permitted in any possible MAMIL contract selection. Even in MAMIL licenses where the attribution module (this group of clauses) is not selected it is still not permissible to plagiarize or misrepresent the origins of the material. Requiring attribution refers to requiring public acknowledgment, not to whether or not the licensed material may be misappropriated: it never can be.

M14 - No Attribution Required (No Need to Credit Licensor)

- 1. It is not necessary for the licensee to publicly communicate (to their own target audience) that the licensor's material contributed to the licensee's work. However, such attribution may still be given by the licensee if they wish to, as long as it is given in a form that does not misrepresent or mischaracterize the licensor or falsely imply an endorsement of the licensee or of the licensee's beliefs or claims. However, there may still be contexts where the licensee may be required to divulge the origin of the licensed material, such as in court or in other administration. As such, the licensee should still ideally keep track of the origin of the material.
- 2. For avoidance of doubt: Restrictions against uploading or distributing the licensed material without the licensor's permission to any public location or in any way circumventing or undermining the licensor's continued ability to operate a sustainable business still apply. Waiving attribution does not waive those.
- 3. Regardless of whether attribution is required, it is important to realize that plagiarism is not permitted in any possible MAMIL contract selection. Even in MAMIL licenses where the "no attribution required" module is selected it is still not permissible to plagiarize or misrepresent the origins of the material. Requiring attribution refers to requiring public acknowledgment, not to whether or not the licensed material may be misappropriated: it never can be.

M15 - WARRANTY (SOME PROMISES AS TO QUALITY & LIABILITY)

- $\underline{1.}$ The licensor would like to offer the licensee a specifically and precisely delineated set of promises about one or more aspects or components or subcomponents of the quality of the licensed material and/or the way that the risk and liability for use of the licensed material is allocated between the licensor and licensee. To accomplish this the licensor has attached one or more pages or documents which codify the exact nature of this granted warranty for the licensed material.
- <u>2.</u> If the pages and/or documents which codify the nature of the warranty are missing or were never provided in the first place, then this "warranty" should be treated as null and void, so that it may be treated as never having existed in the first place.
- <u>3.</u> If the licensee has lost the pages and/or documents detailing the warranty and it cannot be rediscovered or proven through prior records to exist then the licensor has the right to deny that the warranty ever existed and to not fulfill any of it.
- <u>4.</u> The licensor's own records of whether or not a warranty ever applied and what its exact terms were shall be treated as more authoritative than any licensee's records, such that in the event of any conflict only the licensor's records are enforceable.
- 5. In the event that fulfilling the terms of the offered warranty would drive the licensor into bankruptcy and/or cost more than 70% of the licensor's yearly revenue for the most recent year then the warranty is instead void and the licensor has no obligation to fulfill it. Furthermore, if this provision conflicts with the offered warranty terms and conditions in a such a way that the warranty implies greater risk for the licensor than implied here then this provision will prevail over the other.
- 6. The licensor and licensee both agree to acknowledge that the purpose of a warranty is to foster goodwill and continued business between the licensor and the licensee and that therefore any overly antagonistic or hostile uses of warranties are not in keeping with the intended spirit of mutual benefit and sustainability of this license. Both parties agree that they may not act in ways contrary to this.
- 7. The licensor must describe where and/or how to find the remainder of the warranty policy, otherwise the whole warranty is void and instead the "no warranty" (§4.M16) contract selection applies. As instructed during contract selection (§3), the licensor must write where and/or how to find the warranty details alongside the relevant content type categories located in the contract selection list (§3.3). This is important because different types of licensed material (content) can have different applicable license terms and thus placing them together avoids confusion.

M16 - No Warranty (No Promises as to Quality & Liability)

- 1. To the extent possible, the licensor offers the licensed material as-is and as-available, and makes no representations or warranties of any kind concerning the licensed material, whether express, implied, statutory, or other. This includes (without limitation), warranties of title, merchantability, fitness for a particular purpose, non-infringement, defects (latent or otherwise), accuracy, errors, flaws, and/or other risks, whether or not known or discoverable.
- <u>2.</u> To the extent possible, in no event will the licensor be liable to the licensee on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this license or use of the licensed material, even if the licensor has been advised of the possibility of such losses, costs, expenses, or damages or has ever stated or implied a warranty.
- <u>3.</u> The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability. Any omissions are accidental.
- 4. The material and any or all goods and services provided by the licensor would not have been provided to the licensee without such limitations of risk in place.

M17 - ANTI-AI (EXTRA DEFENSES AGAINST AUTOMATED PLAGIARISM)

- 1. The licensed material may never be uploaded to or stored in or processed by any artificial intelligence (AI) system or any other automated system designed to derive any characteristics or aggregated summary data of any kind in whole or in part from any part of the licensed material in any way, regardless of whether such storage or processing occurs online (on the internet) or offline (not on the internet), and regardless of what technological basis the system in question is or was built upon (whether machine learning, large language model, text-to-image processing, expert system, neural net, any form of automated computer "learning" or "training" software whatsoever, any collage-like recombining system, any supposed "search" database with any creative or generative capability whatsoever attached regardless of whether it is in use yet or not and regardless of whether it is optional or limited to any specific subset of users, any form of generalized or specialized artificial intelligence that can do anything more than mundane passive searches, any future technology similar in nature to the above in terms of economic or creative or generative effect upon the livelihoods and rights of human creators, or indeed any other kind of automated system that in any way scavenges any part or aspect of the licensed material in any way or in any form — whether past, present, or future).
- 2. The licensee must never knowingly upload the material to any form of generative artificial intelligence (AI) or to any similar system nor otherwise place the material directly or indirectly anywhere where the harvesting of the material by/for any generative artificial intelligence (AI) or similar system is likely, such as on any platform (e.g. website, database, etc) where the terms and conditions of that platform state that the owners and/or users of that platform are permitted to use or store or train upon or process in aggregate any part of contributed material as any form of input to any generative artificial intelligence (AI) or any similar system.
- 3. The prior restriction (#2) is not to be interpreted as forbidding the licensee from placing license-honoring adaptations of the material on the internet anywhere where artificial intelligence (AI) harvesting is unexpected or explicitly forbidden; the licensee is only expected to exercise reasonably practical anti-AI caution.
- 4. Furthermore, the restrictions above against artificial intelligence (AI) are not to be interpreted as a ban against using the material (or adaptations or derivations thereof) in the context of mere procedural generation, such as procedural generation that does not incorporate any form of automated training or any other similar processing upon any data that it can access. The licensed material may be ethically used alongside or within systems that engage in mere procedural generation (such as "roguelike games", "random map generators", "physics simulations", mundane "cellular automata", "fractal generators", etc), but only when those systems make no use of any system or components or content that engages in or has engaged in any form of direct or indirect plagiarism or was derived directly or indirectly from any such system. Furthermore, the licensee must have either (1) written all of the logic of any relevant procedural generation source code (if any) themselves, such that every conditional branch and every computation in the entire system was hand-written by human hands (not counting bare-bones autocomplete that makes no substantive use of any form of creativity-emulating AI) or (2) obtained the source code from someone else (whether proprietary or open source) who also transitively adhered to the prior

constraint that all such code was original and written solely by human hands and such. Indeed, if any code in the chain of ownership of any relevant code was written by AI then the licensed material may not be used alongside or within the licensee's product. Only forms of procedural generation which originate solely from a human programmer's own skills or from other exclusively human-made sources devoid of generative AI may be used alongside or with the licensed material, since it is only those sources that can ever be said to be genuinely ethical regarding protecting the licensor's work and livelihood from systematic automated exploitation and theft.

- 5. Regardless of whether the licensed material is ever used as input or training to any artificial intelligence (AI) or similar system, the licensee is also not permitted to use the licensed material as part of any product or creation which features any significant amount of intentionally or knowingly utilized AI content, regardless of whether the licensed material is untouched by such systems. Only licensees who currently adhere to a philosophy that generative AI is theft and thus design their products as such by disallowing significant use of such are permitted to use the licensed material or to create any adaptations or derivatives of it. The licensor acknowledges, however, that downstream users' actions (e.g. such as people chatting on instant messaging systems, etc) are not the licensee's responsibility.
- 6. The licensee must exercise their best judgment in avoiding any and all potential entanglements of the licensed material with any form of generative artificial intelligence (AI), but only insofar as is humanly possible and practical for an independent creator (indie) of limited means. Anticipating and avoiding conceivable hidden places that artificial intelligence (AI) may have been inserted into by exploitive and unethical 3rd parties (such as larger tech firms) is not feasible in the general case. The licensee is only expected to make an honest practical effort.
- 7. For the purpose of proving that the licensee has breached this license's policy against uploading to (or in any other way incorporating) the licensed material into the database or computational process of any generative artificial intelligence (AI) system or similar system capable of producing copies or adaptations of the material in any form, any of the following conditions shall be deemed to be at least adequate proof, in addition to any other means of proof or evidence that the law already provides independently of this license:
 - <u>a.</u> The licensee or their associate(s) stating or implying through any form of communication (website, email, blog, chat, speech, etc) that they gave any material as input to the database or computational process of such a system.
 - <u>b.</u> The identification of the licensor in the licensee's products or services of *any part* of any watermarks, trademarks, or any other sufficiently distinctive elements in products created by the licensee that imply the likely use of AI, regardless of whether any such mark or element is still whole.
 - c. The existence of any significant AI-generated material in or associated with any or all of the licensee's products or services that likely derive from the work of people or entities other than the licensee and the licensee's legal collaborators, combined with the fact that the licensee also got access

to the licensor's material as well, regardless of whether the evidently AI-generated material is certain to be the licensor's own material or not.

Thus, analogously speaking: "Where there's smoke there's fire." applies.

Proving the licensee used AI on *anyone* else's material in *any* product or service in the licensee's business shall count as evidence that the licensee also probably plagiarized the licensor's work too. Only licensees that are not in the business of plagiarizing others (whether via AI or not) may use the licensed material and by agreeing to this license the licensee swears so. The licensor would not consent to provide the licensed material to a known thief!

- 8. If the licensee has ever publicly expressed any positive or defensive attitude towards generative artificial intelligence (AI) or any other similar system whose effect (determined solely by the licensor's opinion) undermines the livelihood or human rights (e.g. freedom from de facto enslavement of their time, labor, and assets) or human dignity of creators (regardless of creative medium) or has in any way otherwise advocated in favor of further use of such exploitive "technology" then this shall be deemed sufficient evidence in a court of law to justify that the process of discovery may begin and that the licensee will be required to open all potentially relevant internal records and processes to examination by the court or other legal council so that further evidence of misappropriation can be collected.
- 9. If evidence of other creators' material being misappropriated by the licensee is also discovered during any proceedings (such as discovery or court or otherwise) then the licensee agrees that the licensor may also contact any or all of those other creators (if possible) and may inform them of the proceedings and subsequently encourage and support the formation of a class action lawsuit against the licensee in order to better ensure proportional justice against the licensee's systematic theft of other people's time and labor. In such a case the licensee agrees to waive all right to hide the identities of such people or legal entities and must divulge all possible contact information of such parties so the licensor may contact them.
- 10. Owing to the fact that AI generation of misappropriated material poses a perpetual and existential threat to the continued economic and creative viability of the licensor, the licensor is permitted to seek proportional remedies for such damages. The licensee agrees that training an AI or similar system on the licensed material poses much greater harm than ordinary plagiarism does and thus requires an even greater remedy. Such remedies may also include any other remedies already available under the law and hence not limited to anything stated in this license.
- 11. The minimum remedy for a licensee violating these anti-AI terms and conditions shall be set to \$5,000 (USD, as of January 1st, 2024) adjusted for inflation to the present day as it stands on the day on which litigation is resolved and remedies are paid. This applies even if the licensed material has made less than \$5,000 in profit or even no profit at all. This remedy is for the whole of the licensed material as a package. Thus, for example, if the licensee purchases an "asset pack" of 100 images from the licensor and then infringes upon this agreement then this remedy is for the whole set, not for each of the individual images. In this way, the licensee may not be charged multiple times for the same single license purchase and violation. Note

however that each separate license agreement carries a separate potential penalty. The licensor may opt for less though, at the licensor's discretion and good graces. Legal cases are a huge time and money drain, hence the minimum is not overly small.

- 12. In the event that a violation of this anti-AI policy goes to court or other legal proceedings, the licensee shall also pay all of the licensor's related legal costs or else as much as is deemed reasonable. Due to the increasing economic pressure and systematic exploitation that independent creators are burdened with (especially due to the advent of widespread AI-based plagiarism) many creators (hence licensors) often operate on thin margins (if any) and cannot afford their side of legal fees. The licensee acknowledges and agrees that this is true and fair.
- 13. The licensee acknowledges and agrees that the licensed material is considered to be "always behind a paywall" (see "perpetual paywall clause" at §4.M1.30) and that any discounts or low prices or even non-existent (or set to zero) prices are nothing more than a temporary courtesy to the licensee, such that there are no circumstances where the licensed material can ever be argued to be "freely available to the public" (nor as having zero value) and thus that any form of argument that training an artificial intelligence (AI) or similar system on the licensed material "because it is freely visible to the public" is invalid and is not admissible in court.

The licensor would not have permitted the sale of this license to any person who believes otherwise. The licensee swears to never argue that such use is valid. The licensee agrees in advance that a computational process can never be argued to be analogous to a human learning process nor can it ever be "inspiration" nor can any computational process or stored computer memory ever be treated as sentient or as worthy of any form of human rights or capable of any form of creativity but instead agrees that all forms of generative artificial intelligence are always plagiarism. Any and all rights (if any) to argue the contrary are waived by the licensee.

- $\underline{14.}$ If the licensed material contains software (uncompiled or compiled source code) then all output of that software is also placed (as much as possible) under the terms of this anti-AI agreement, such that it too can never be used by or with AI.
- 15. The licensee may not exercise any form of sui generis property right over any database or other medium of storage or utilization or any computational process whose effect would be to attempt to circumvent any aspect of these restrictions against generative AI use or other forms of plagiarism. All such sui generis property rights of the licensor are retained however far is necessary to forbid AI.
- 16. The licensee is allowed to upload the licensed material to places like print-on-demand sites and custom product manufacturing businesses and such if doing so is necessary for accomplishing reasonable use of the licensed material relative to the nature of the license (e.g. private use vs commercial use). The licensee cannot typically control or be aware of subsequent misuse by such businesses unless it is clear that the business regularly exploits such uploads via AI or similar systems or the licensee knew in advance that the business would do so. This license is not intended to punish anyone who has ethical intentions. Nobody can control outcomes once the their means to do so have left their own hands. The licensor agrees not to hold the licensee responsible for *unknowing* misuses of the material by 3rd parties.

A — Names and Signatures (If Necessary or Desired)

If the context of the purchase (such as digital or physical records) does not already provide proof of the agreement made between the licensor and the licensee (such as when the agreement is being made in-person), then the following lines may optionally be used as a mechanism for identifying the involved parties and officiating it:

printed n	ame	signature
Licensor: (seller)		
Licensee: (buyer)		
Names or Description of Licensed Material		
	Price Paid:	
	Date of Agreement:	

Note however that the blankness of any lines present here does not invalidate the agreement between licensor and licensee if there is sufficient context or evidence elsewhere to prove it. For example, an informed purchase via a digital platform also constitutes agreement. Agreement to a software popup or a recorded oral agreement also may. This page exists purely as a convenience for the involved parties!

B — MAMIL INFO (NOT PART OF THE LICENSOR-LICENSEE CONTRACT)

The author of this license is privacy-minded and hence often publicly pseudonymous, but can be reached at the email address formed by concatenating only those words which have been formatted to be green or underlined in the following word list: fox, pine, Wraith, tree, shrub, Glade, moss, @, underlined, philosophy, ethics, protonmail.com, strikethrough, emphasis, lettuce, matcha, jade, Taoism, Stoicism.

That tedium above is there to deter spam bots and AI, by the way. The underlines ensure that the process can still be completed even without colored printing.

Why did I create this license? Well, on the one hand, open/free licenses often "give away the farm" to the point of not being economically sustainable for creators (licensors) for many use cases, but on the other hand many closed/proprietary licenses are frighteningly user-hostile (licensee-hostile) and predatory. MAMIL is designed to be fairly balanced, in contrast. Additionally, the advent of automated theft systems in the form of "AI" (and other forms of increasingly one-sided systematic exploitation by unethical entities) has made the prospect of creative people posting their work online publicly much more risky. MAMIL accounts for that. Indeed, many creative people will soon have to put much stronger safeguards for their work and rights into place to reduce theft and boost economic sustainability.

Furthermore, independent creators (indies) also often do not have the financial resources to even afford consulting a lawyer but still need a way to fit a myriad of different licensing requirements to the products they produce in order to survive. Such creators (myself included) need an affordable yet flexible license that can be reused and repurposed with ease and expediency. Many projects barely make any money!

However, be advised that I am **not** a lawyer and I am especially not **your** lawyer. This license was assembled by a combination of piecing together legal material from other sources (e.g. common legalese in contracts), research, and first principles. Some of the MAMIL license was designed inventively, on a "be the change you want to see in the world" kind of basis. Note though, in particular, that to the extent that legal terms are free of ambiguity and do not cross certain lines, any arbitrary text is prospectively legally enforceable. That is (after all) the only way contracts could ever cover the myriad possible uses they could ever need to account for. One does not need to be a lawyer to still be able to set and communicate terms of agreement!

However, bear in mind that any contract you (the licensor) make with a user (licensee) is just between the two of you. I am not a party to it (unless I am the licensor, of course). MAMIL is much better than nothing, but you are on your own.

This document itself is licensed under MAMIL {enterprise, commercial, royalty-free, piecemeal, attribution required, no warranty, anti-AI}. It is not open source.

You may attribute me by crediting my alias ("WraithGlade") and (if possible) linking to my website. You are warmly welcome to visit! I hope to hear from you! Say hi!

