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~~"Executable Code" means any form of the Program other than Source Code.~~

~~"Source Code" means the form of a Program preferred for making modifications, including but not limited to software source code, documentation source, and configuration files.~~

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Commented [MM1]: "Source Code" is now a defined term.

Commented [MM2]: Removal of the double negative makes this easier to understand. Note that the definition of Modified Work refers to "file" rather than "module".

Commented [MM3]: Necessary to handle the case where code is distributed under a Secondary License (e.g. GPL).

Commented [MM4]: This is basically the definition from the US Copyright Act. Including this definition was necessary to remove the statement of law provision. A similar approach is used in the Apache License.

Commented [MM5]: This definition is used to determine the scope of the copyleft provisions. Note that this specifically excludes subclasses from Modified Works, which was ambiguous in EPLv1

Commented [MM6]: Necessary to allow for optional GPL compatibility.

Contribution. ~~No hardware per se is licensed hereunder.~~

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Commented [MM7]: Frankly, no one could any longer remember what the intent of this sentence was, so we removed it.

3. REQUIREMENTS

~~A3.1 If a Contributor distributes the Program in Executable Code form, then:~~

~~a) the Program must also be made available as Source Code, in accordance with section 3.2, and the Contributor must accompany the Program with a statement that the Source Code for the Program is available, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange; and~~

Commented [MM8]: This is to clarify that if code is distributed under the GPL, no additional rights are granted to any recipient.

~~b) the Contributor may choose to distribute the Program in object code form such Executable Code under its own this Agreement or under a different license agreement, provided that:~~

~~a) it complies with the terms and conditions of this Agreement; and~~

~~b) its such license agreement:~~

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~~iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and~~

~~iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.~~

~~iii) does not attempt to limit or alter the recipients' rights in the Source Code under section 3.2; and~~

~~iv) requires any subsequent distribution of the Program by a direct or indirect sublicensee of the recipient to be under a license that satisfies the requirements of this section 3.1.~~

Commented [MM9]: This is the fundamental requirement that source code must be made available whenever binaries are distributed. Note that the distributor is now allowed to point back at (say) eclipse.org code repositories. The EPLv1 required that each distributor themselves make the code available.

Commented [MM10]: This makes it explicit that executables may be distributed under the EPLv2. Oddly, this was not clear in EPLv1.

~~3.2 When the Program is made available in source code form as Source Code:~~

~~a) it must be made available under this Agreement, or if the Program (i) is combined with other material in a separate file or files made available under a Secondary License, and (ii) the initial Contributor attached to the Source Code the notice described in Exhibit A of this Agreement, then the Program may be made available under the terms of such Secondary Licenses; and~~

~~b) a copy of this Agreement must be included with each copy of the Program.~~

Commented [MM11]: This is where the GPL compatibility is provided for. Note that EPL code can only be made available under the GPL if it is combined with other code also under the GPL.

~~3.3 As an exception to section 3.2, if the Program is in Source Code form and can be executed in such form by a user (including as an executable script), such Source Code may be treated as though it were Executable Code and distributed under a license different from this Agreement under the terms of section~~

GPL compatibility is optional, and is a decision made by the entity starting the project. They make the project GPL compatible by adding an additional notice as described in Exhibit A.

3.1. In such a case, the requirements of section 3.1(a) shall not apply, provided that the Contributor's distribution of the Source Code complies with the requirements of section 3.2:

Commented [MM12]: This is the provision that allows for the scripting language case where the source code is also the executable code.

3.4 Contributors may not remove or alter any copyright, patent, trademark, attribution notices, disclaimers of warranty, or limitations of liability contained within the Program.

Commented [MM13]: Adding these additional requirements to maintain notices is intended to protect the Contributors by ensuring that downstream distributors must maintain these notices.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

Commented [MM14]: It was decided that this was best handled as an FAQ or social convention, rather than as a license requirement.

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Commented [MM15]: Added to handle the case of countries like Germany where disclaiming all warranties and liabilities is not permitted.

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~~You may add additional accurate notices of copyright ownership.~~

Commented [MM16]: The EPL is broadly used in Europe, and the statement of law provision has been problematic. The other provisions were removed to align with similar open source licenses.

Commented [MM17]: This is the optional notice to be included if a new project wishes to be GPL compatible.
Note that the initial Contributor can state a specific version or versions of the GPL that they wish to enable.