

License: Open Logistics Foundation License, Version 1.3 (Exhibit A)

Original version submitted: April 14, 2022,

http://lists.opensource.org/pipermail/license-review_lists.opensource.org/2022-April/005245.html

Version 1.2 submitted: 5 December 2022,

http://lists.opensource.org/pipermail/license-review_lists.opensource.org/2022-December/005265.html

Version 1.3 submitted 17 January 23, 2023,

http://lists.opensource.org/pipermail/license-review_lists.opensource.org/2023-January/005332.html

Decision Date: due no later than the first Board meeting after 16 February 2023

License Review Committee Recommendation:

Resolved that it is the opinion of the OSI that the Open Logistics Foundation License v1.3 be approved as an Open Source Initiative Certified license in the special purpose category of licenses.

Rationale Document

This is the third version of the license submitted for review. This review includes the comments on all three versions of the license.

No one stated that the license did not meet the OSD.

The license has a choice of German law. The [reason for including a choice of law provision](#) is to ensure that the license terms, particularly the terms relating to warranties and limitations on liability, comply with German law and therefore will be enforceable as written. The license-review discussion of the license included an extensive discussion of whether any choice of law provision should be approved. However, there are a number of approved licenses that include a choice of law, so it is not a basis for rejecting a license.

The original name of the license was “Open Logistics License.” There were [comments](#) that this name was confusing, suggested that the license had terms specifically designed for the logistics field. The name of the license has been changed to Open Logistics Foundation License.

Version 1 excluded personal injury from the limitation of liability, [which was viewed as a potentially high risk to developers](#). This exclusion is not included in the current version.

The original version had the sentence “Under no circumstances will anything in this Section 3 be construed as granting, by implication, estoppel or otherwise, a license to any patent for which the respective Contributors have not granted patent rights when they submitted their respective Contributions.” This sentence appeared to allow contributors to withhold patent rights for contributions, but the sentence has been removed.

Bradley Kuhn [asked the Board to reject version 1.2 of the license](#) on the basis that it had a choice of law provision and because the title was misleading. The name has been changed but the choice of law provision remains.

Josh Berkus [said he would vote “no”](#) if the submitter did not explain why a license with a

German choice of law was needed. The [response was](#) that some EU companies were reluctant to put work under an OSS license without a German choice of law provision.

Exhibit A

Open Logistics Foundation License
Version 1.3, [MONTH] 2023
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