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Preamble

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- Keep knowledge freely accessible for humanity
- Ensure fair compensation from large-scale commercial exploitation
- Maintain the creator's rights and recognition
- Balance openness with sustainability

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"Annual Gross Revenue" means the total consolidated revenue of your organization and all affiliated entities under IFRS or GAAP accounting standards for the most recent fiscal year.

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2.3 Commercial Use Above Revenue Threshold

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If your organization's Annual Gross Revenue **exceeds USD \$100,000,000**, you must:

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3. Specific Use Cases

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The following uses are free under all circumstances:

- ☐ Academic research and scholarly publication
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- ☐ Personal, non-commercial projects
- ☐ Open-source projects (Publicly licensed source-available or open-development projects that do not generate commercial revenue)
- ☐ Verification and validation of claims
- ☐ News media reporting and commentary
- ☐ Computational implementations for research purposes

3.2 Free While Below \$100M Threshold

The following uses are free if your organization's revenue is below the threshold:

- ☐ Startup companies building products
- ☐ Small and medium-sized businesses (SMBs)
- ☐ Enterprise internal applications
- ☐ Software-as-a-Service (SaaS) products
- ☐ Mobile and web applications
- ☐ AI/ML model training and deployment
- ☐ Financial modeling and analysis
- ☐ Scientific computing platforms

3.3 Requires Commercial License (Above \$100M)

The following entities must obtain commercial licenses:

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- ☐ Large corporations (Fortune 500, equivalent)
 - ☐ Major technology companies
 - ☐ Financial institutions with >\$100M revenue
 - ☐ Cloud service providers at scale (AWS, Azure, GCP)
 - ☐ Cryptocurrency/blockchain projects with >\$100M market cap or annual transactions
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All Derivative Works must be released under this same license (SHAD License v1.0 or later compatible version).

You must:

- Clearly identify your modifications
- Provide attribution to the original Work
- Apply the same revenue threshold to **your organization's** revenue

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Maximum liability, if any, shall not exceed USD \$100.

9. Governing Law and Dispute Resolution

9.1 Governing Law

This license is governed by and construed in accordance with the laws of **the Islamic Republic of Pakistan**, without regard to conflict of law principles.

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For international disputes, parties agree:

1. To recognize judgments under the Hague Convention on Choice of Court Agreements (where applicable)

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2. To submit to the jurisdiction of Pakistani courts for enforcement
3. That this license is enforceable under the Berne Convention for the Protection of Literary and Artistic Works

9.3 Dispute Resolution Process

Disputes shall be resolved in the following order:

1. **Good-faith negotiation** (30 days)
2. **Mediation** via mutually agreed mediator (60 days)
3. **Arbitration** in Islamabad, Pakistan under UNCITRAL rules
4. **Final and binding** arbitration decision

10. Termination

10.1 Automatic Termination

Your rights under this license terminate automatically if you:

- Fail to provide required attribution
- Exceed the revenue threshold without obtaining commercial license
- Breach any term of this license
- Initiate patent litigation against the copyright holder

10.2 Survival

Upon termination:

- You must cease all use and distribution of the Work
- Derivative Works you have distributed remain subject to this license
- Obligations regarding attribution and restrictions survive termination

10.3 Reinstatement

If your breach was unintentional and you cure the breach within 30 days of discovery, your license may be reinstated at the copyright holder's sole discretion.

11. Miscellaneous

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Email: love@birdshad.com

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Website: <https://www.birdshad.com>

GitHub: <https://github.com/birdshad>

For commercial licensing inquiries (revenue > \$100M), contact the above email address.

License History

Version 1.0 - December 2025 - Initial release

Acknowledgments

This license is inspired by:

- Fair Source License
- Business Source License (MariaDB BSL)
- Server Side Public License (MongoDB SSPL)
- Creative Commons Attribution principles
- Open source licensing traditions

It is designed to honor the principles of:

- **Open access to knowledge**
 - **Fair compensation for creators**
 - **Protection of intellectual work**
 - **Balance between sharing and sustainability**
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"Knowledge is a trust. Share it wisely. Honor it always."

— SHAD (Khalid Hussain), December 2025

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