

Open Source Software Licensing

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Open Source Software Licensing

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Open Source Licenses

- **Free Redistribution**
- **The program must include source code**
- **Must allow modifications and derived works**
- **Integrity of The Author's Source Code**
- **No Discrimination Against Persons or Groups**
- **No Discrimination Against Fields of Endeavor**
- **Distribution of License**
- **License Must Not Be Specific to a Product**
- **License Must Not Restrict Other Software**
- **License Must Be Technology-Neutral**

<http://www.opensource.org/docs/osd>

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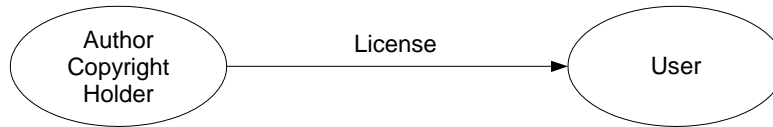
Software Licenses

What should I look for in the small print ?

- **Redistribution**
 - Can I give it to my friend ?
- **Derivative Work**
 - Can I change it ?
 - What conditions it imposes if I use it in an application ?
- **Labeling**
 - Do I have to mention my use of the software ?
 - Do I have to distribute the license itself ?

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What is a License ?



A License is:

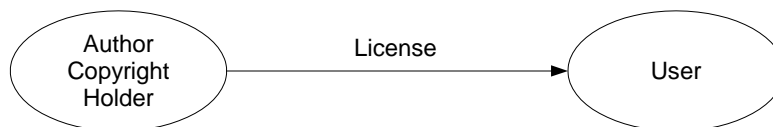
A Permission to do something

A Copyright and Patent holder grants **permission** to others to use her intellectual property

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What is a License ?



Licensor

Licensee

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Duration of a License

- Perpetual license
- As long as licensee respect the license terms
- Licenses can be **revoked** by the copyright owner
 - Unless there is some **interest**
 - Royalty or fee has been paid by the licensee
 - Consideration

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Explicit vs Implied Permissions

- **Explicit**
 - Detailed in the text of the license
- **Implied**
 - By conduct of the licensor
 - Lack of exercising exclusive rights by the licensor
 - Example: patents associated with the code

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License vs Contract

- **License**

- Defines terms under which the licensee is granted **permission to exercise** some of the rights that are exclusive to the copyright (or patent) owner.
- The licensee can **only** exercise those rights **if** she obeys the license
- Exercising the rights without obeying the license terms is to incur in **copyright infringement**

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License vs Contract

- **Contract**

- Set of **Promises**
- For example, the **Licensor promises** not to interfere with the licensee when she is **copying, modifying distributing the code.**

- **Contract Elements**

- Offer
- Acceptance
- Consideration

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License as a Contract

- **Offer**
 - Posting the software in a Web site
- **Acceptance**
 - Shrink-wrap (opening a package)
 - Click-wrap (clicking a button “I Accept”)
- **Consideration**
 - Something given in return
 - Most Open Source Licenses don't ask for anything in return

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License vs Contract

- **Contract**
 - Licensor can enforce a contract even if he is not the copyright owner of the work
 - *The contract is the law*
 - Contract litigation is well developed
 - Courts will fill-in any terms missing from the original contract

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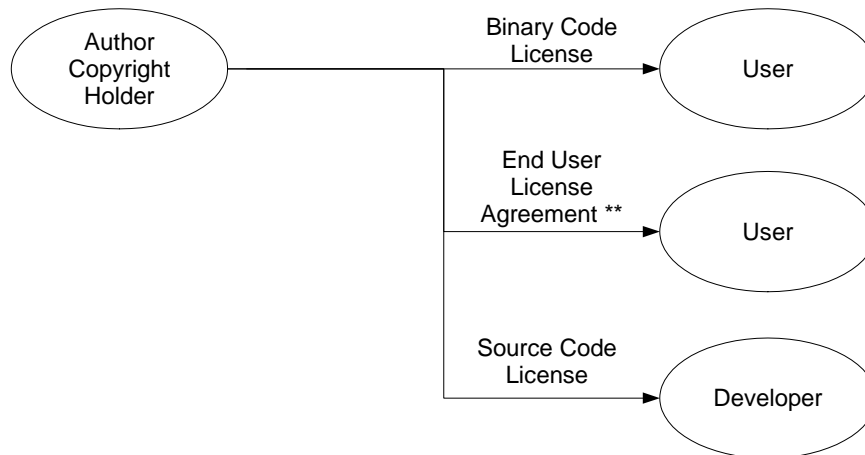
Reusing the Code

- Sub-licensing
- Re-licensing
- Removing copyright notices
- Dual-licensing

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Using the Code

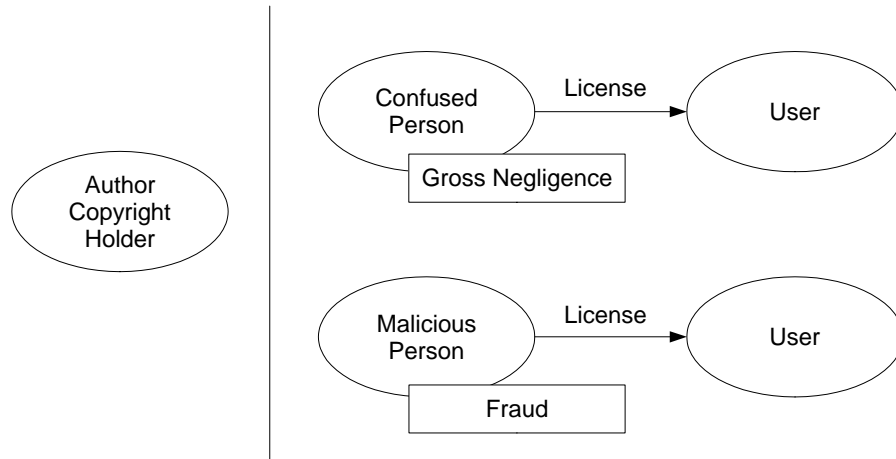


** EULA: is a **Contract**, it goes **beyond** Copyright Law.

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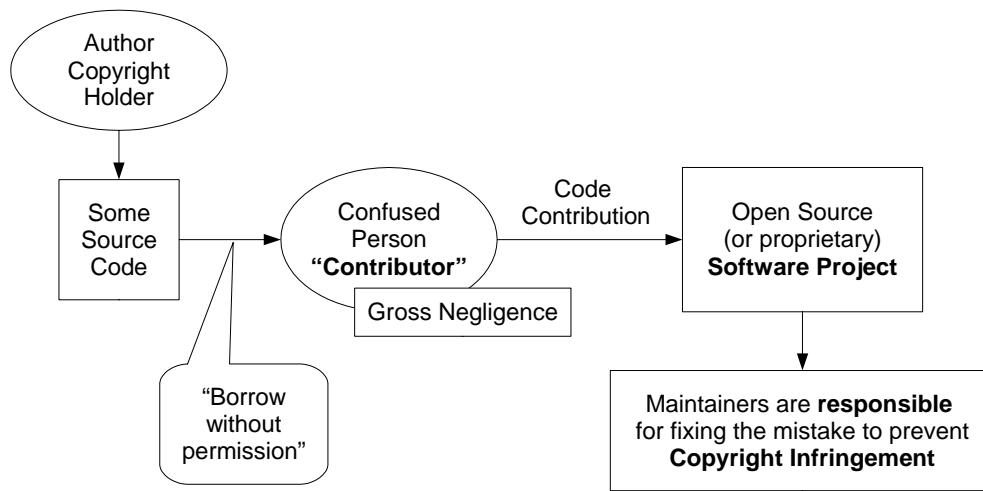
Only the Copyright Holder can license the work.



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Only the Copyright Holder can license the work.



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Copyright Notices

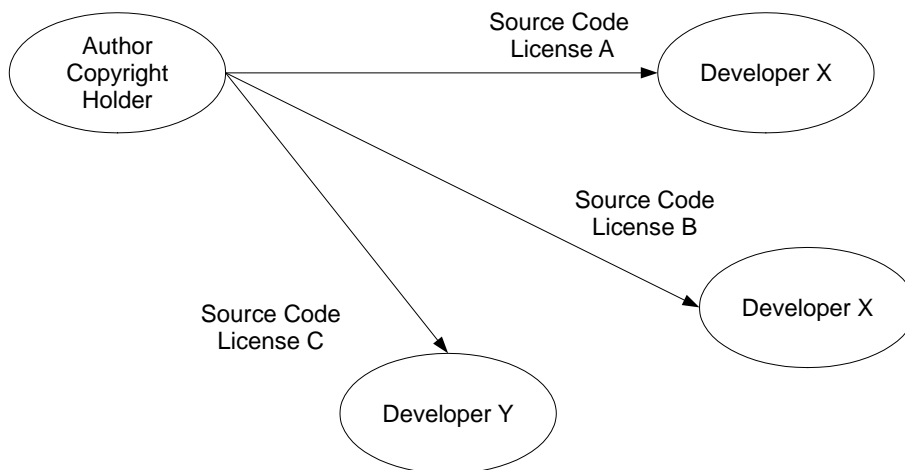
- Copyright rights do not rely on the Notice being attached to the work
- Copyright Notices are there only to help users know who is the owner of the work

Work C	Copyright by Person Z
Work B	Copyright by Person Y
Work A	Copyright by Person X

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Dual / Multiple Licenses



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Derivative Work

Building innovation upon
the innovation that has come before...

- Just as a biological entity...software **Evolves**.
- **ALL** software products are built on top of preexisting elements.
- Despite the fact that most software products do not acknowledge it.

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Derivative Work

Definition:

- The legal definition is **VERY GRAY**
- The license can provide **its own definition** (for example GPL)

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Derivative Work

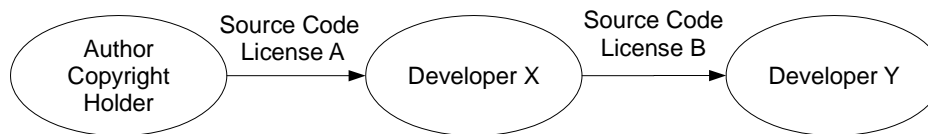
In the US "**derivative work**" is defined in 17 U.S.C. § 101:

A "**derivative work**" is a work based upon one or more preexisting works, such as a **translation**, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, **abridgment**, **condensation**, or **any other form** in which a work may be **recast**, **transformed**, or **adapted**.

A work consisting of **editorial revisions**, **annotations**, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work".

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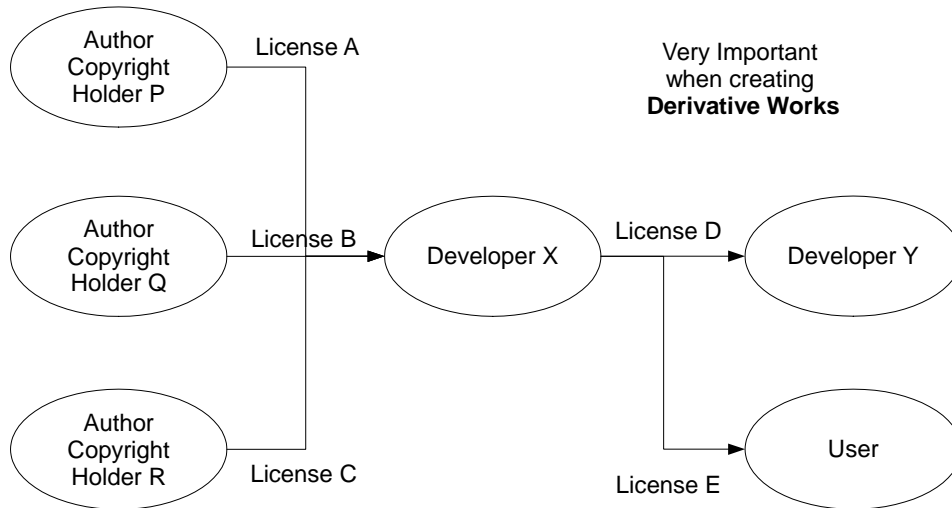
Sub-Licensing



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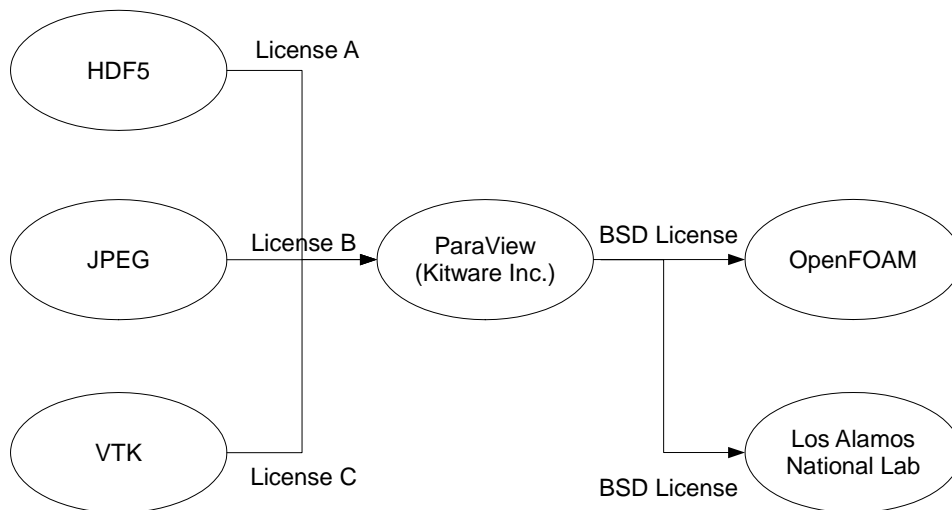
Sub-Licensing



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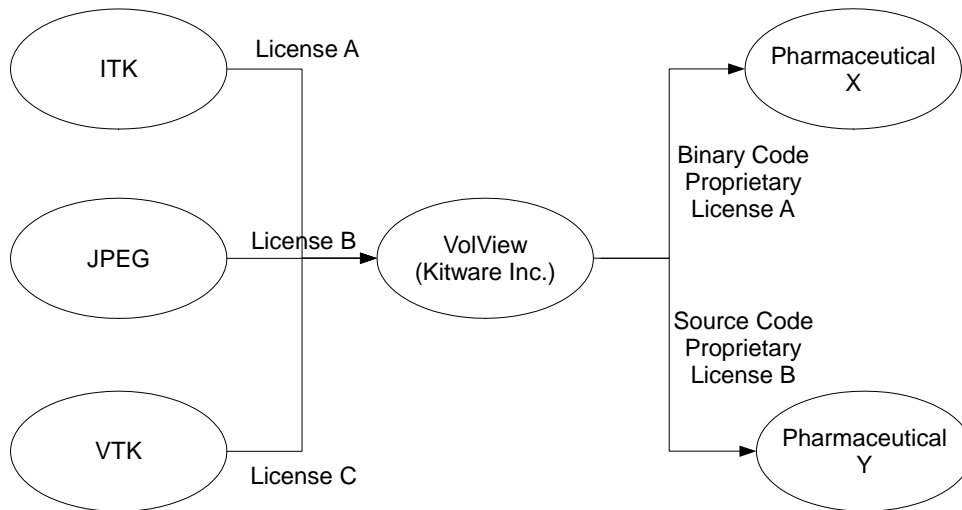
Sub-Licensing



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Sub-Licensing



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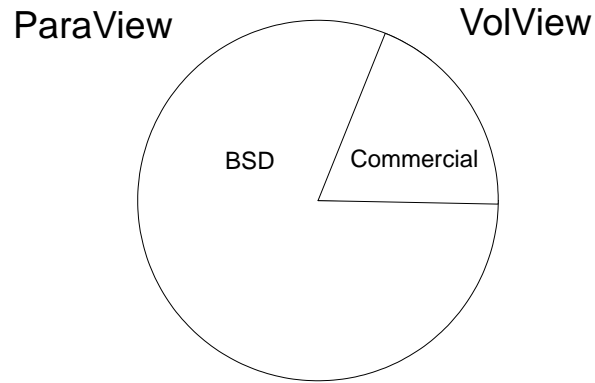
Dual / Multiple Licenses

- MPL
- Qt (GPL and Commercial)
- MySql (GPL and Commercial)
- Ghostscript (scheduled: ~one-year)
 - Aladdin Free Public License (for non-commercial)
 - Artifex Commercial License

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Combining Licenses

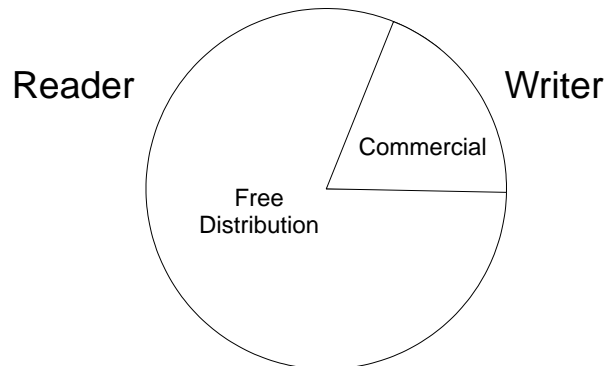


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Combining Licenses

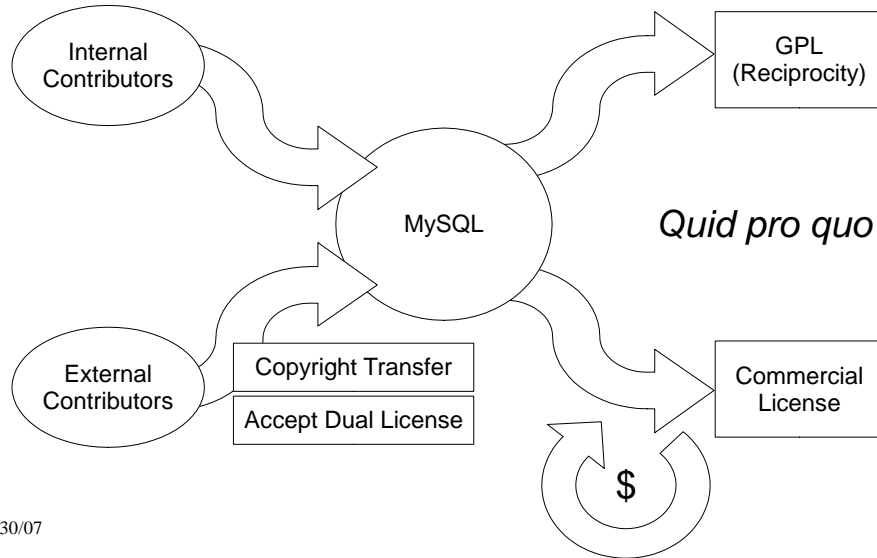
Adobe Acrobat Binaries



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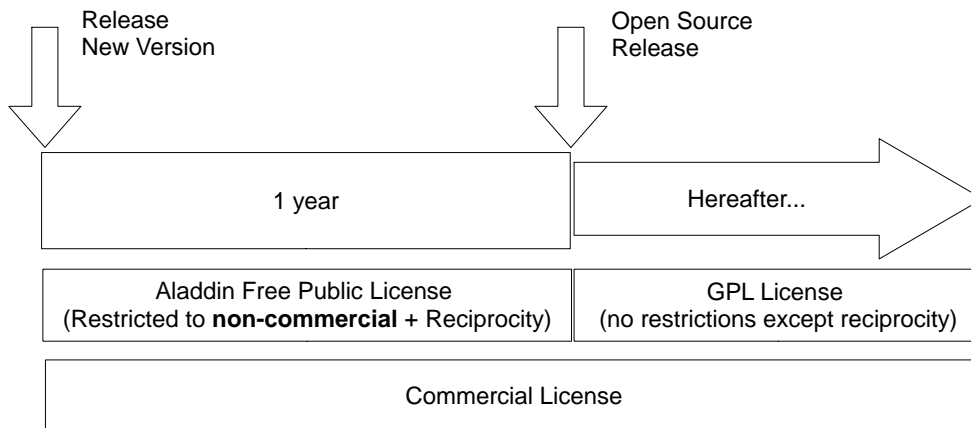
Dual Licensing - MySQL



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Scheduled License - Ghostscript



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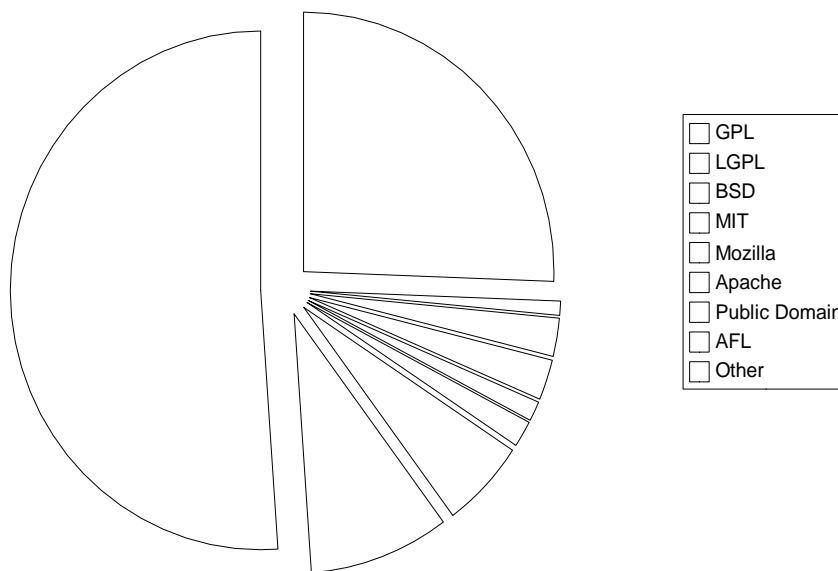
Popular Licenses

GPL	62,980	51.06%
LGPL	11,190	9.07%
BSD	6,971	5.65%
MIT	2,066	1.67%
Mozilla	1,559	1.26%
Apache	3,096	2.51%
Public Domain	2,889	2.34%
AFL	1,084	0.88%
Other	31,511	25.55%
	123,346	100.00%

<http://sourceforge.net/search/index.php>

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Open Source Licenses



<http://sourceforge.net/search/index.php>

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Licensing Your Exclusive Rights

Copyright

- Copy
- Modify
- Distribute
- Publicly display
- Publicly perform

You can only license these rights if you are the Copyright holder

Patent Rights

- Make
- Use
- Sell
- Offer for sale
- Import

You can only license these rights if you are the Patent holder

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Berkeley Software Distribution

- **Redistributions and Use**
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- **With** or Without **modifications**
- are permitted

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BSD License

Berkeley Software Distribution

- Redistributions of source code **must retain the copyright notice.**
- Redistributions of binaries **must display the copyright notice.**
- **Neither** the name of the copyright holder **nor** the name of its contributors may be used to **endorse** the derivative work.

<http://www.opensource.org/licenses/bsd-license.php>

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MIT vs BSD

BSD = MIT

+

Non-Endorsement

-

Sublicensing

-

Noninfringement warranty disclaimer

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BSD-Like (ITK, VTK, CMake)

- Redistributions of source code must retain the copyright notice.
- Redistributions of binaries must display the copyright notice.
- The name of the developers should not be used to endorse the derivative work.
- **Modified** source versions **must be** plainly **marked** as such, and must not be misrepresented as being the original software

<http://public.kitware.com/VTK/copyright.php>

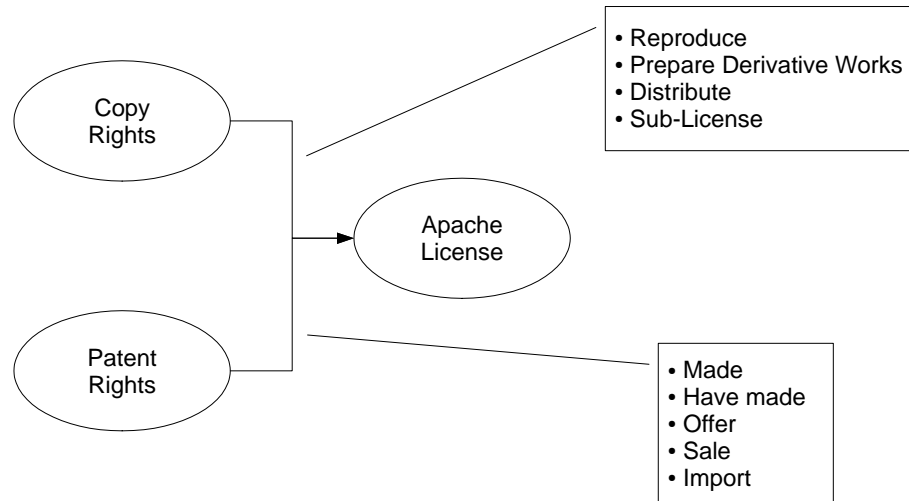
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BSD vs BSD-Like (VTK, ITK)

{ VTK, ITK, CMake }
=
BSD
+
Marking modified versions

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Apache License



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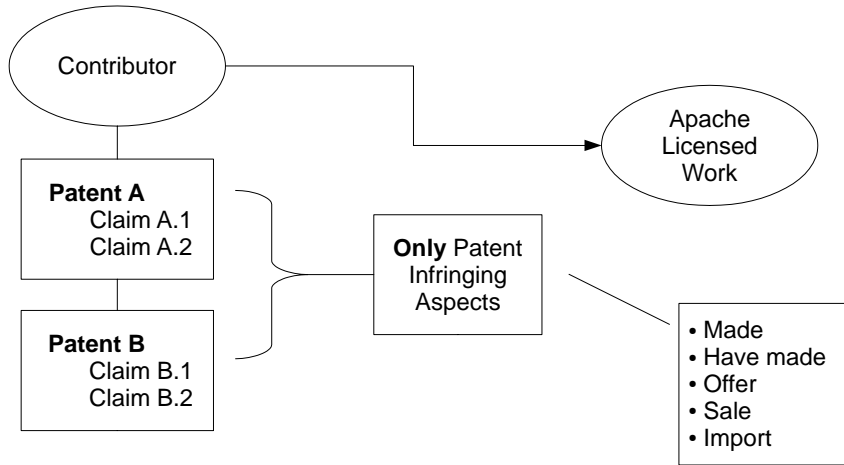
Apache License

- **Perpetual**
- Worldwide
- Non-Exclusive
- No-Charge
- Royalty Free
- **Irrevocable**

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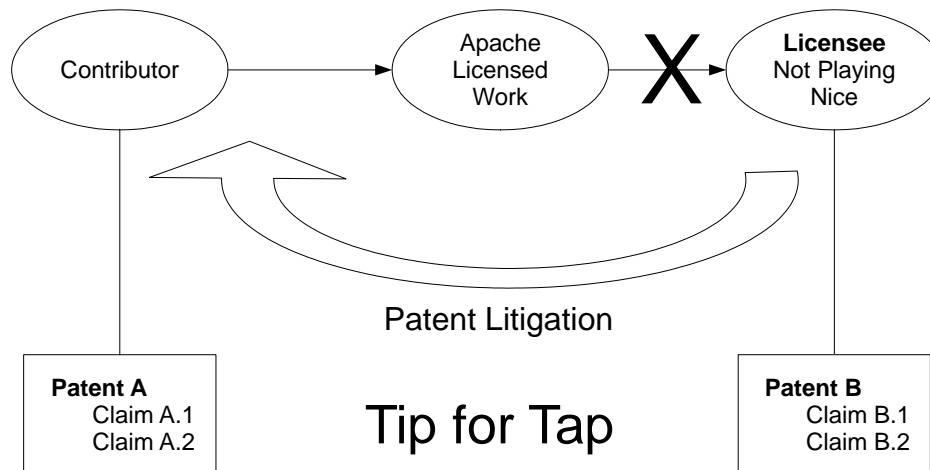
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Apache Severs 50% of Market Share
http://news.netcraft.com/archives/web_server_survey.html

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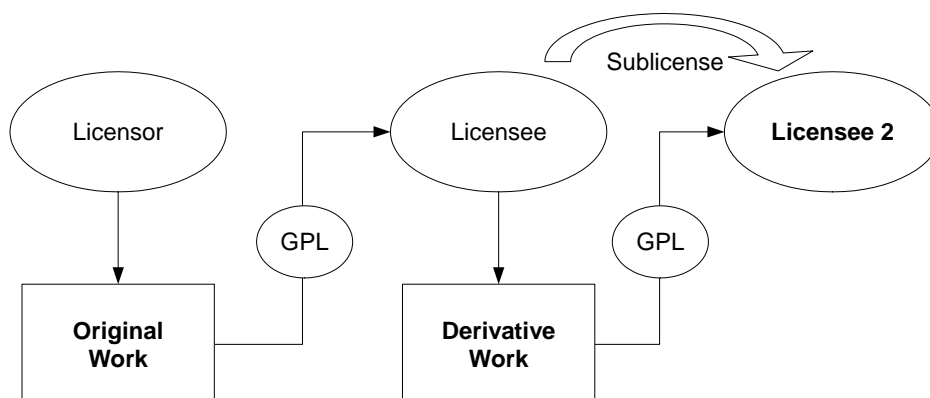
Apache License

- Difference with MIT and BSD
 - Protects the Trademarks of
 - “Apache”
 - “Apache Software Foundation”
 - Apache Contributor License Agreement
 - It is a separate license
 - Clarifies conditions to contributors
 - More explicit terms

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GPL - Reciprocity



Brilliant use of **Copyright Law** for fostering Free Software

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GPL – GNU Public License

- The software is provided in source code form
- The software may be used for any purpose whatsoever
- The software may be modified freely and combined with other software to create derivative works
- The licensed software may be redistributed
- Derivative works, **if distributed**, must be distributed under a GPL license. [RECIPROCITY]
- Doesn't grant right to **use**. No patent rights
- Sub-licensing right is lightly implied

<http://www.gnu.org/licenses/gpl.html>

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GPL – Reciprocity

- Open-ended debate
- FSF Interpretation
- Legal Interpretation

<http://www.gnu.org/licenses/gpl.html>

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GPL – GNU Public License

- Doesn't grant right to **use**. No patent rights
- Sub-licensing right is lightly implied
- No-Charge requirement for derivative works

<http://www.gnu.org/licenses/gpl.html>

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LGPL – Lesser GPL

- Intended for Software Libraries, to facilitate their adoption as de-facto standards
- Work that “*uses the library*” is not subject to this license. (e.g. Object files that links to a Shared library). [Section 6b]
- Executables that statically link to the library are “Derivative Work” and become covered by this license.

<http://www.gnu.org/licenses/lgpl.html>

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Qt Licensing Model

- **Commercial License**
 - For construction of commercial proprietary software
- **Open Source Edition License**
 - Equivalent to GPL
- **Educational License**
 - Free of charge for classroom education
- **Academic Licensing**
 - Discount value for academic institutions

<http://www.trolltech.com/products/qt/licenses/licensing>

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Qt Commercial License

Allow you to:

- Build commercial software and software whose source code you wish to keep private.
- Freely choose licensing for the software you are writing (Proprietary, Open Source or both).
- Get commercial support from Trolltech
- Be able to gain access to Qt Solutions and commercial-only Qt components

<http://www.trolltech.com/products/qt/licenses/licensing>

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End