

# Intro to Open Source licenses for users

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I'm an engineer with an interest in software licensing.  
If you want legal advice, please hire a lawyer.

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Tush: gluttonous maximus, rear end, posterior, buttocks, rump, bum, sit upon

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## Isn't this silly?

- Not really... it's how the industry typically licenses software.
- Shouldn't there be a software license that lets you do what you want with the software, just like you can do what you want with a chair that you buy?
- Good news.... Yes, there is!

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## Your questions

- What questions do you have about open source licensing?
- What myths have you heard?
- This is about licensing, not support, business models, pricing, etc.
- Let me know so I can be sure to cover them in this session

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## Some background

- Software is intellectual property (IP)
- Protections available for some forms of IP include:
  - Copyright: Right to copy, make derivative works, distribute, perform and display a literary or other work of art
  - Patent: Right to exclude others from making, using, offering for sale, selling or importing an invention
  - Trademark/Service mark: word, name, symbol or device used in trade with goods to indicate the source of the goods

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## Rights remain with the owner

- Generally speaking, all rights remain with the owner, except what is specifically granted to you
- With proprietary software, what is typically given in exchange for those rights?
- What is given for rights to open source software?

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# Open Source Software

## ■ OSI definition:

- Free redistribution
- Source code
- Derived works
- Integrity of the Author's source code
- No discrimination against persons or 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



Reference: [www.opensource.org](http://www.opensource.org)

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## The Open Source Definition

### Introduction

Open source doesn't just mean access to the source code. The distribution terms of open-source software must comply with the following criteria:

#### 1. Free Redistribution

The license shall not restrict any party from selling or giving away the software as a component of an aggregate software distribution containing programs from several different sources. The license shall not require a royalty or other fee for such sale.

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The program must include source code, and must allow distribution in source code as well as compiled form. Where some form of a product is not distributed with source code, there must be a well-publicized means of obtaining the source code for no more than a reasonable reproduction cost preferably, downloading via the Internet without charge. The source code must be the preferred form in which a programmer would modify the program. Deliberately obfuscated source code is not allowed. Intermediate forms such as the output of a preprocessor or translator are not allowed.

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The license must not discriminate against any person or group of persons.

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The license must not place restrictions on other software that is distributed along with the licensed software. For example, the license must not insist that all other programs distributed on the same medium must be open-source software.

#### 10. License Must Be Technology-Neutral

No provision of the license may be predicated on any individual technology or style of interface.

## The Open Source Definition

## Let's make it a bit easier

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- Licensees are free to create derivative works and to distribute them without payment of royalties to a licensor
- Licensees are free to access and use the source code
- Licensees are free to combine open source and other software

Reference: Rosen, Lawrence; Open Source Licensing

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- Apache
- Massachusetts Institute of Technology (MIT)
- Academic Free License (AFL)
- etc

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- Policy objective: public commons of free software
- Linking and the Lesser General Public License (LGPL)

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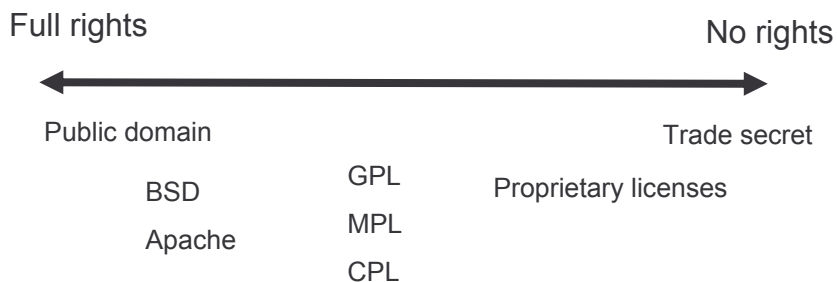
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# License proliferation

- Why does this happen?
- Implications
  - For users
  - For the software commons

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  - E.g. Specific grants given in the MPL, CPL etc
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## Other Patent related stuff

- What's up with SCO?
- Indemnification issues
  - What is this? (see the chair license for an example)
  - Where is it offered?
  - Insurance alternative
- Declarations of non-assertion
  - IBM – patent pledge
  - Sun – licensed under CDDL

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## Summary

- Software is a form of intellectual property potentially protected by copyright, patent and/or trademark
- Open Source may be public domain but it is more commonly licensed software
- Two broad categories of licenses:
  - Academic licenses
  - Reciprocity licenses
- Either can be used and/or modified for internal use without restriction (but not necessarily redistributed)

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