

Open Source License Compliance Handbook

The Fintech Open Source Foundation (FINOS) <info@finos.org>, Jilayne
Lovejoy, Additional Contributors (see README.md)

Version v1.0, 2019-03-08

Table of Contents

Overview.....	1
Open source license compliance explained.....	1
Scope of this handbook.....	1
Use Cases	2
Licenses.....	3
BSD Zero Clause License.....	3
GNU Affero General Public License 3.0.....	4
Apache Software License 1.1.....	6
Apache Software License 2.0.....	7
Artistic License 1.0 (Perl)	8
Artistic License 2.0.....	10
BSD 2-Clause "Simplified" License.....	12
BSD 3-Clause "New" or "Revised" License	13
BSD-4-Clause (University of California-Specific)	14
BSD 4-Clause "Original" or "Old" License.....	15
Boost Software License 1.0	16
Common Development and Distribution License 1.0	17
Common Development and Distribution License 1.1	19
Entessa Public License 1.0	21
Eclipse Public License 1.0.....	22
Eclipse Public License 2.0.....	24
GNU General Public License 2.0	26
GNU General Public License 3.0	28
ISC License	30
GNU Library General Public License 2.0	31
GNU Lesser General Public License 2.1	33
GNU Lesser General Public License 3.0	35
libpng License.....	36
CMU License	37
MIT License	38
Mozilla Public License 1.0	39
Mozilla Public License 1.1	41
Mozilla Public License 2.0	43
Microsoft Public License	45
University of Illinois/NCSA Open Source License	46
OpenSSL License	47
PHP License v3.0	48
PHP License v3.01	49

Plexus Classworlds License	50
Python License 2.0	51
TCL/TK License	52
zlib License	53

Overview

This handbook provides information on how to comply with some common open source licenses under a specific set of use-cases. The goal here is to provide developers and engineers with some "self-serve" information to facilitate the end goal of open source license compliance, particularly for the easy-to-comply with conditions in open source licenses. This handbook also aims to help identify some of the more complex open source license compliance conditions for which consultation with open source counsel may be needed.

Open source license compliance explained

Determining the requirements that need to be met to comply with open source licenses involves the following:

1. You must know what open source software you are using;
2. You must know what license applies to that open source software and the relevant legal interpretation of the license; and
3. You must know how you using that open source software. This is the "use-case".

The information in this handbook assumes you have already determined what open source software you are using and under what license (#1 and #2). It is the combination of the license (#2) and the use-case (#3) which determines what license conditions are triggered. This is open source license compliance.

One way to think of this is as an if-then statement. For example: IF I am distributing unmodified open source software in binary form (use-case), THEN I must provide a copy of the license (requirement) by (HOW) placing a copy with my distribution.

Scope of this handbook

Some open source license conditions are easy to understand and comply with, while other conditions are open for (legal) interpretation or involve more complex use-cases that cannot be easily categorized. The license compliance requirements in this handbook are summarized for the four most common use-cases as listed below. License terms or conditions where further analysis or consultation with your open source counsel may be needed are noted. For these license terms or conditions, external references that may be helpful are provided in the seeAlso key. Likewise, if your use-case varies in any way or you are using a different license than those licenses listed here (even if it seems similar) or you have any questions about this information or how to properly comply, please contact your open source counsel.

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1. UB = Distribution, unmodified, binary form
2. MB = Distribution, modified, binary form
3. US = Distribution, unmodified, source form
4. MS = Distribution, modified, source form

Where "binary" refers to compiled code, binary, executable, non-source form; and "source" refers to the human readable, editable form.

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Description	UB	MB	US	MS	Compliance Notes
Provide copy of license	X	X	X	X	It must be an actual copy of the license not a website link
Retain notices on all files	X	X	X	X	Source files usually have a standard license header that includes a copyright notice and disclaimer of warranty. This is also where you determine if the license is “or later” or the specific version only
Notice of modifications		X		X	Modified files must have “prominent notices that you changed the files” and a date
Modifications or derivative work must be licensed under same license		X		X	Strong copyleft or reciprocal, project-based license meaning that derivative works must also be under AGPL-3.0. For more information about AGPL-3.0 compliance and this condition in particular (which is the same as for GPL-3.0), see the references provided or consult with your open source legal counsel.

Description	UB	MB	US	MS	Compliance Notes
Provide corresponding source code	X	X			Corresponding Source = all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. Options for providing source = with binary, written offer, or via a network server. See section 6 for more details. For more information about AGPL-3.0 compliance and this condition in particular, see the references provided or consult your open source legal counsel.
No additional restrictions	X	X	X	X	You may not impose any further restrictions on the exercise of the rights granted under this license.

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Description
License automatically terminates if you do not comply with the terms of the license
License terminates if you initiate litigation claiming use of the program under this license violates a patent

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Other Terms

Description	Compliance Notes
Provide information necessary to install modified versions on 'User Products'	If convey object code in, with, or specifically for use in a User Product and the right of possession for the User Product is transferred as part of the conveyance, then the corresponding source code must include Installation Information (methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source) (see section 6 for more details)

Apache Software License 1.1

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[Apache-1.1](#)

Notes

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Description	UB	MB	US	MS	Compliance Notes
Provide copy of license	X	X	X	X	For binary distributions, this information must be provided in “the documentation and/or other materials provided with the distribution”
Provide copyright notice	X	X	X	X	For binary distributions, this information must be provided in “the documentation and/or other materials provided with the distribution”
Acknowledgement must be included in end-user documentation, in software or wherever third-party acknowledgments appear	X	X	X	X	
Name of project cannot be used for derived products without permission		X		X	

Apache Software License 2.0

SPDX License ID

[Apache-2.0](#)

Conditions

Description	UB	MB	US	MS	Compliance Notes
Provide copy of license	X	X	X	X	Does not specify format for providing copy of license
Notice of modifications		X		X	Modified files must include "prominent notices" of the modifications
Retain all notices			X	X	Copyright notices and other notices do not have to be reproduced for binary distribution

Termination Provisions

Description
Any patent claims accusing the work by a licensee results in termination of all patent licenses to the licensee.

Artistic License 1.0 (Perl)

SPDX License ID

[Artistic-1.0-Perl](#)

Notes

This is the Artistic License 1.0 found on the Perl site, which is different (particularly, clauses 5, 6, 7 and 8) than the Artistic License 1.0 w/clause 8 found on the OSI site. This license has specific use cases and conditions that are difficult to summarize; please see sections 5-8 and relevant definitions for more details.

Conditions

Description	UB	MB	US	MS	Compliance Notes
Retain all notices			X		Copyright notices and other notices
Notice of modifications		X		X	Modified files must have "prominent notice" in each file stating how the file was modified and when
Provide access to modifications		X		X	Do at least one of the following: place modification in the public domain or otherwise make them freely available; OR rename non-standard executables; OR "make other distribution arrangements" with the copyright holder (see section 3 for more details).
Access to source	X	X			Do at least one of the following: provide a Standard Version of the executables and library files; OR provide source for your modifications; OR give non-standard executables non-standard name and document the differences with instructions on where to get the Standard Version; OR "make other distribution arrangements" with the copyright holder (see section 4 for more details)
You may distribute this package as part of a larger (commercial) distribution, but cannot charge a fee for the standalone package. You may charge a reasonable fee for copying or support.	X	X	X	X	

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Artistic License 2.0

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[Artistic-2.0](#)

Notes

This license has specific use cases and conditions that are difficult to summarize; please see sections 4-9 and relevant definitions for more details.

Conditions

Description	UB	MB	US	MS	Compliance Notes
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Notice of modifications		X		X	Document how the modified version differs from the standard version
Provide access to modified version		X		X	Do at least one of the following: make modified version available to copyright holder under same license; OR ensure modified version does not prevent user from installing or running standard version and use different name; OR allow any recipients of modified version to make source available to others under same license or a similarly free/open license (see section 4 for more details)
Access to source	X				Provide complete instructions on how to get source for standard version; instructions must be kept current for your distribution
You may distribute this package as part of a larger (commercial) distribution, but cannot charge a licensing fee for the standalone package. You may charge distributor fees or licensing fees for other components in the distribution.	X	X	X	X	

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Notice of modifications		X		X	Provide notice of your modifications that identifies you as the contributor of the modification
Modifications under same license		X		X	File-level reciprocal license meaning that modifications to any file or new files that contain part of original software are governed by the terms of this license. Larger works may be created by combining covered software with code not governed by this license, so long as you comply with this license for the covered software (see sections 1.6, 1.9, and 3.6 for more details)
No additional restrictions			X	X	You may not impose any terms on source code that alters or restricts recipient’s rights under this license

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Provide copyright notice	X	X	X	X	For binary distributions, this information must be provided in “the documentation and/or other materials provided with the distribution”
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Name of project cannot be used for derived products without permission		X		X	

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Provide license		X	X	X	Accompany the program with a statement that the source code is available under the license. For source code distributions, must provide a copy of the license.
Provide source code	X	X			Must inform recipients how to obtain source code by reasonable manner via a "medium customarily used for software exchange"
Modifications under same license				X	File-level reciprocal license meaning that modifications to any file or new files that contain part of original software are governed by the terms of this license. This does not include additional separate software modules that are distributed with the program and are not derivative works of the program (see sections 1 and 3.2 for more details)
Retain notices	X	X	X	X	You must retain license notices with every source code distribution or include notices in another likely location

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Conditions

Description	UB	MB	US	MS	Compliance Notes
Provide copy of license	X	X	X	X	It must be an actual copy of the license not a website link
Retain notices on all files	X	X	X	X	Source files usually have a standard license header that includes a copyright notice and disclaimer of warranty. This is also where projects typically indicate if the -or-later version option is available.
Notice of modifications		X		X	Modified files must have “prominent notices that you changed the files” and a date
Modifications or derivative work must be licensed under same license		X		X	Strong copyleft or reciprocal, project-based license meaning that derivative works must also be under GPL-2.0. For more information about GPL-2.0 compliance and this condition in particular, see the references provided or consult your open source legal counsel.
Provide corresponding source code	X	X			Corresponding Source = all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. Options for providing source = with binary, written offer (see section 3 for more details). For more information about GPL-2.0 compliance and this condition in particular, see the references provided or consult your open source legal counsel.

Description	UB	MB	US	MS	Compliance Notes
No additional restrictions	X	X	X	X	You may not impose any further restrictions on the exercise of the rights granted under this license.

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Conditions

Description	UB	MB	US	MS	Compliance Notes
Provide copy of license	X	X	X	X	It must be an actual copy of the license not a website link
Retain notices on all files	X	X	X	X	Source files usually have a standard license header that includes a copyright notice and disclaimer of warranty. This is also where you determine if the license is “or later” or the specific version only
Notice of modifications		X		X	Modified files must have “prominent notices that you changed the files” and a date
Modifications or derivative work must be licensed under same license		X		X	Strong copyleft or reciprocal, project-based license meaning that derivative works must also be under GPL-3.0. For more information about GPL-3.0 compliance and this condition in particular, see the references provided or consult with your open source legal counsel.
Provide corresponding source code	X	X			Corresponding Source = all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. Options for providing source = with binary, written offer, or via a network server (see section 6 for more details). For more information about GPL-3.0 compliance and this condition in particular, see the references provided or consult your open source legal counsel.

Description	UB	MB	US	MS	Compliance Notes
May not prohibit circumvention of technological measures that prevent users from exercising rights under the license (see section 3 for more details)	X	X	X	X	
No additional restrictions	X	X	X	X	You may not impose any further restrictions on the exercise of the rights granted under this license.

Termination Provisions

Description
License automatically terminates if you do not comply with the terms of the license
License terminates if you initiate litigation claiming use of the program under this license violates a patent

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Other Terms

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Author may include 'additional permissions' making exceptions from license terms. You may remove additional permission when you convey the work.	Contributors may add certain additional restrictions for their contributions, including disclaimers, legal notices, limitation of trademark and publicity rights, extension of indemnification received by licensor.
Provide information necessary to install modified versions on 'User Products'	If convey object code in, with, or specifically for use in a User Product and the right of possession for the User Product is transferred as part of the conveyance, then the corresponding source code must include Installation Information (methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source) (see section 6 for more details)

ISC License

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[ISC](#)

Conditions

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Provide copyright notice	X	X	X	X	This information must appear "in all copies"

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Conditions

Description	UB	MB	US	MS	Compliance Notes
Provide copy of license	X	X	X	X	It must be an actual copy of the license not a website link
Retain notices on all files	X	X	X	X	Source files usually have a standard license header that includes a copyright notice and disclaimer of warranty. This is also where you determine if the license is “or later” or the specific version only
Notice of modifications		X		X	Modified files must have “prominent notices that you changed the files” and a date
Modifications or derivative work must be licensed under same license		X		X	Derivative works of the library must also be under LGPL (this usually includes statically linked code).
Provide corresponding source code	X	X			complete source code = all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library (see section 4 or section 6, as applicable).
No additional restrictions	X	X	X	X	You may not impose any further restrictions on the exercise of the rights granted under this license.

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