OFL License Compatibility

– by Clint Goss. Ph.D.

This paper looks at the legal issues of using “source” fonts issued under various licenses in a “target” font that is issued under the SIL Open Font License Version 1.1 (the “OFL”). A typical case is that the target font is a modified version of the source font. However, this paper deals primarily with the production of Kurinto fonts, where glyphs and other font data from multiple source fonts are combined into a target font.

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I do not have formal training in intellectual property law or any other branch of law. Nothing on this web site should be considered authoritative legal advice.

## Glyph Compatible Licenses

The basic issue at question is a source font must have been released under a license that is “glyph-compatible” with the OFL.

I say that a license, **A**, is “glyph-compatible” with license, **B**, if both **A** and **B** allow code and data (typically glyph data) to be extracted from a font released under **A** and incorporated into a font released under **B**.

Even if **A** is an open-source license, many such licenses have issues preventing them from being glyph-compatible with the OFL.

## The Issues

Here is a summary of some of the key issues, based on my current understanding of the (complex) legal issues involved. For this discussion, assume that the source font license is a distinct license from the OFL.

### A picture containing drawing Description automatically generatedRestrictions Prohibiting Derivatives

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Same-License conditions are prevalent in the GNU Licenses from the Free Source Foundation (see, for example, the GNU General Public License, Version 3.0). Interestingly, the Open Font License, Version 1.0 is **not** compatible (in my assessment) with the Open Font License, Version 1.1 for this reason.

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#### Good, Not Evil

In an unusual twist in licenses, Douglas Crockford licensed his popular JSON software under the JSON License, which states:

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#### Racist or Illegal

An interesting clause in the 1001 Fonts Free For Commercial Use License (FFC) states that:

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======================================================

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----------------------------------------

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-----------------------------------------------------

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%

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%

% This work has the LPPL maintenance status `maintained'.

%

% The Current Maintainer of this work is M. Y. Name.

%

% This work consists of the files pig.dtx and pig.ins

% and the derived file pig.sty.

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given in this license document would apply, with the `Work' referring

to the three files `pig.dtx', `pig.ins', and `pig.sty' (the last being

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October 11, 2006

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