

# Exiv2 Commercial License Discussion

***This document is confidential*** to Team Exiv2 and should not be disclosed outside of the team without discussion with other team members.

## Background

Andreas Huggel released Exiv2 using a dual licensing model. The Open Source version is licensed with GPLv2. Generally, no commercial software company can use this license because of the obligations to publish their code.

With the release of v0.26 in April 2017, Andreas decided to withdraw the Commercial License and will not enter into further discussion of this matter.

The Exiv2 Project receives enquiries such as: <http://dev.exiv2.org/boards/3/topics/3046>

## The License

The text of the license is included in this document. A PDF of the license is available from Robin Mills and Dan Čermák. The License Agreement is the property of Andreas and should not be distributed.

- 1) The License frees the user from the source code obligations of GPLv2.
- 2) The License does not grant preferential treatment to licensees for support or feature requests.
- 3) The License is remarkably inexpensive - typically about \$1000.
- 4) The License is unlimited in scope (products shipped), duration (never expires) and future development (all future versions of Exiv2 are included without restriction)
- 5) Andreas requested contributors (such as Robin Mills) to grant ownership of intellectual property to Andreas.

## Issues with the license

The following analysis are thoughts of Dan, Luis and Robin when we discussed this in Camberley on 2018-05-04. Please respect our limited legal knowledge.

- 1) GPLv2 is a very restrictive model.

Once code has been released in this way, it is effectively impossible to change the license. We believe that changing the license requires the written permission of every contributor and every licensee.

As Exiv2 has been in development since 2004, it's impossible to enumerate the contributors.

There is no record of licensees using Exiv2/GPLv2

- 2) The legality of the Commercial License is questionable

To enable the dual license model, Andreas should have maintained separate repositories for each license.

The Commercial License Repository should have a perfect audit of contributors who have given written permission for their intellectual property to be used.

The GPLv2 Repository can contain any code. Code in the GPLv2 Repository can be copied to the Commercial License Repository without the contributor's written permission.

It could be a violation of GPLv2 License for any Commercial Licensee to copy code from the GPLv2 Repository.

## Concerns for the future

### 1) Acquiring future contributor's intellectual property

As Andreas has withdrawn from the Commercial License, no contributor since April 2017 has given written permission for their intellectual property to be used by the Commercial License.

Effectively, all contributions to Exiv2 since April 2017 can only be licensed under GPLv2

While Andreas has granted unlimited rights into the future, these rights only apply to v0.26 and earlier.

### 2) Can a Commercial Licensee raise a legal challenge on any member of Team Exiv2?

No. The Commercial License is an agreement with Andreas Huggel.

### 3) Can an Exiv2 contributor raise a legal challenge on a Commercial Licensee?

Yes. A Commercial Licensee who includes any GPLv2 contribution into their product must comply with the conditions of GPLv2.

### 4) Can a Commercial License be issued in future?

No. With v0.26, the Commercial License has reached the end of its life.

### 5) Can a Commercial Licensee update their copy of the code with post v0.26 changes?

No.

## Code Implications

### 1) All mention of the Commercial License should be removed from the code, build scripts and release notes for v0.27.

### 2) Removing copyright is troublesome. We could:

- a) Remove Andreas Copyright from all files
- b) Modify it to say "Some parts Copyright Andreas Huggel"

The prolog in all files should be modified with v0.27 to remove Andreas's copyright because:

- a) Andreas retains copyright to the code in <svn://dev.exiv2.org/svn/>
- b) v0.27 is only licensed under GPLv2 and is therefore GPLv2 copyright applies.

## Proposed Action

We will approach the Free Software Foundation to request guidance and validation of the opinions in this document.

Exiv2 v0.27 Release Candidates will declare that the Commercial License is now considered invalid. We will request comments and feedback.

If a Commercial Licensee "cherry picks" v0.27, they are in violation of GPLv2.

Robin Mills  
2018-05-05  
Camberley, England

1. **SOFTWARE.** Licensor is the exclusive owner of the software library known as “Exiv2”, version ..... (“Software”). This Agreement details the terms upon which Licensor has licensed the Software to Customer.
2. **FEE.** Customer pays to Licensor a one-time fee of EUR 750 for the right to license the Software under the terms of this Agreement. Payment will be made within 15 days from the Effective Date.
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“Licensor” Andreas Huggel Signature:

Date:

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**8. MISCELLANEOUS.** This Agreement will be governed by the laws of Zurich, Switzerland, without reference to conflict of law principles. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the courts located in Zurich, Switzerland, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Each party may assign this Agreement without the other party's consent to a successor-in-interest, whether by way of merger, acquisition, sale of assets, reorganization, change of control, or other transaction. Licensor's sole remedy, if any, for a breach of this Agreement will be an action for damages; Licensor will not be entitled to terminate or rescind this Agreement or the rights and licenses granted in this Agreement. No waiver or modification of this Agreement will be valid unless contained in a writing signed by each party. This is the entire agreement between the parties relating to the licensing of the Software by Licensor to Customer.

Here's Andreas email to his customer:

*Thanks for your enquiry.*

*The commercial Exiv2 license allows to use the Exiv2 library(\*) in closed-source projects for a one-time fee (royalty-free) of EUR 750. The license is valid for all your products as well as for future releases, patches and bugfixes to Exiv2 for which I own the copyright, so that I can apply these commercial terms.*

*You can even modify Exiv2, provided you contribute your changes back to the open source project.*

*As of 0.20, most of the open source version of Exiv2 is included in the commercial version, but not all. The exceptions are the lens table to translate Exif lens tags of Nikon cameras to readable strings and i18n support.*

*The commercial version is built from the same source code as the GPL'd version with just a different configuration to cater for these exceptions (see the README in the distribution).*

*The complete terms are attached and I'll be happy to answer any further questions that you may have. When you're ready to proceed, the usual process is that we sign the agreement and I'll provide you an invoice with the details for payment.*

*Regards,  
Andreas Huggel*

*(\*) A commercial license is only required if your proprietary software uses the Exiv2 library, as opposed to using the Exiv2 utility. If it runs only the Exiv2 utility (e.g., that from the Windows package available on the Exiv2 website), then there is no need for a commercial license. Just mention Exiv2 and <http://www.exiv2.org> in your documentation and include the GPL license.*