

Open Source Licensing

Licensing

A license is basically an agreement between the user and the developer on how that software can be acquired and used.

“Open Source” has specific meaning, tied to licenses endorsed by the Open Source Initiative (OSI)

Software licensed to users with the freedoms:

- to run the program for any purpose,
- to study and modify the program, and
- to freely redistribute copies of either the original or modified program (without royalties, etc.)

Licensing

Grants permission to use a copyrighted work

Can grant any or all of the rights associated with copyright

Can impose other restrictions, such as type or place or usage, or duration of the license

Does not transfer ownership of the copyright

An open source licensor must give the licensee certain rights to be considered open source

Basically, the licensee has the right to use, modify or distribute the software, and the right to access the source code.

Open source software is software that is subject to an open source license.

What are the OSI and the OSD?

The Open Source Initiative (OSI) is the de facto standards body for open source software. It determines what open source means, and approves licenses as being open source

- The Open Source Definition (OSD) is a set of criteria that a license must conform to be considered open source. The OSI maintains the definition and changes it from time to time.

Licensing

The distribution terms of Open-Source Software must comply with the following criteria:

- Free Redistribution
- Source code
- 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

The distribution terms of Open-Source Software

Source Code: “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.”

The distribution terms of Open-Source Software

Derived Works: “The license must allow modifications and derived works, and must allow them to be distributed under the same terms as the license of the original software.”

Integrity of the Author’s Source Code: “The license may restrict source-code from being distributed in modified form only if the license allows the distribution of ‘patch files’ with the source code for the purpose of modifying the program at build time. The license must explicitly permit distribution of software built from modified source code. The license may require derived works to carry a different name or version number from the original software.”

The distribution terms of Open-Source Software

No Discrimination Against Persons or Groups: “The license must not discriminate against any person or group of persons.”

- No Discrimination Against Fields of Endeavor: “The license must not restrict anyone from making use of the program in a specific field of endeavor. For example, it may not restrict the program from being used in a business, or from being used in genetic research”

The distribution terms of Open-Source Software

Distribution of License: “The rights attached to the program must apply to all to whom the program is redistributed without the need for execution of an additional license by those parties.”

License Must Not Be Specific to a Product: “The rights attached to the program must not depend on the program’s being part of a particular software distribution. If the program is extracted from that distribution and used or distributed within the terms of the program’s license, all parties to whom the program is redistributed should have the same rights as those that are granted in conjunction with the original software distribution.”

The distribution terms of Open-Source Software

License Must Not Contaminate Other Software: “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.”

License Must Be Technology Neutral: “No provision of the license may be predicated on any individual technology or style of interface.”

Most Popular OSS Licenses

The GNU “General Public License”(GPL)

-No standard open source license, but GPL most widely used (roughly 85% of open source software);

-Terms include:

- User freedom to distribute and/or modify.
- Requirement that original and modified source code be always made available to the world under the terms of the original license.
- Must retain copyright notices and warranty disclaimers.
- Does not include grant of patent licenses.

Most Popular OSS Licenses

The Mozilla Public License

- Developed by Netscape for the Mozilla browser
- Terms include:
 - Very similar to the GPL but,
 - Can charge royalties for modified versions;
 - Can include source code within larger works licensed under different license types, thus license does not ‘infect’ all downstream projects;
 - Must retain copyright notices and warranty disclaimers;
 - May provide additional warranties to downstream users but may have to indemnify original developer for any claims arising as a result;
 - Includes grant patent licenses;

Most Popular OSS Licenses

The IBM Public License

Terms include:

- User freedom to distribute and/or modify;
- No requirement for source code availability in downstream distribution;
- The program can be distributed in executable form thus allowing downstream users to develop, sell, and install customized software packages without having to make all customizations available to the world;
- Must retain all copyright notices and warranty disclaimers;
- Includes grant of patent licenses.

Most Popular OSS Licenses

Open Software License

-Terms include:

- User freedom to distribute and/or modify;
- Viral license, source code is always made available to the world;
- Must retain copyright notices and warranty disclaimers;
- Requires indemnification for attorney's fees incurred as a result of potential claims or litigation.

Most Popular OSS Licenses

The Apache Software License

-Governs the Apache web-server software.

-Terms include:

- User freedom to distribute and/or modify;
- No requirement for source code to be made available to the world in downstream distribution;
- Must retain all copyright notices and warranty disclaimers.

The FreeBSD License

-Unrestrictive license:

-Only requires preservation of copyright notices and warranty disclaimers.