
Civil Software Licenses

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Abstract

We present a set of licenses referred to as Civil Software Licenses. Civil software licenses are characterized by containing a Civil Clause, which prohibits the use of the licensed software in the development or construction of any type of weapon. Furthermore, software distributed under these licenses may neither be sold to nor utilized by entities or institutions that possess the legal authority to employ weaponry, including, but not limited to, military organizations. The Civil Clause further permits the creation of derivative works through a copyleft mechanism, whereby any such derivative work must be distributed under a license that includes the Civil Clause in its entirety and excludes any provisions that contradict or undermine it. Licenses that incorporate the Civil Clause and otherwise conform to the criteria established for open source software are herein referred to as Civil Open Source Licenses. We propose two instances of such licenses, the Civil-M license, which constitutes a civil adaptation of the MIT License, and the Civil-A license, which constitutes a civil adaptation of the Apache 2.0 license. In this text, we address the rationale underlying the development of these licenses, the guiding principles of their design, and a range of related issues, including the mechanisms through which these licenses may be enforced.

1 Introduction

Software developers who publish software are required to incorporate a license that delineates the permitted uses of the software and specifies the conditions under which such uses are authorized.

Developers who do not intend to monetize their software and instead seek to contribute to the public good typically employ free/open-source software licenses. Such licenses generally impose no restrictions on usage, typically requiring only attribution as a condition of use. In certain instances, these licenses employ copyleft provisions to ensure that derivative works confer the same rights to users as those granted by the original work.

Where a software developer seeks to restrict certain lawful uses of their software, these licenses are inappropriate as they expressly prohibit such restrictions by their definition.

This text examines the specific circumstance wherein a software developer wishes to restrict the dual-use of their software or other applications that utilize the software to inflict lawful physical violence upon other persons.

Currently, no suitable standardized licenses exist for developers' use, requiring them either to draft custom licenses, which creates legal overhead for themselves and others, or to permit dual-use through open source licenses despite their intention to prevent such applications.

We propose a set of licenses designated Civil Software Licenses to address this problem. We define a software license as a Civil Software License if it incorporates the following Civil Clause within the license terms and contains no conflicting provisions:

"Civil Clause v1: This work is provided under the condition that it and any derivatives may not be used in or built into weapons and may not be sold to or used by entities legally authorized to initiate

force against persons. Any derivative work's license must include this clause and may not conflict with it. This clause applies to all sublicensees."

2 Example Licenses

We designate software whose license incorporates the civil clause and, with the exception of the civil clause, conforms to the conventional open source definition [9] as "civil open source." The following constitutes an example of a civil open source license. Appendix Section A provides a longer license that extends the Apache 2.0 license.

2.1 Civil-M license

This represents a civil adaptation of the Expat License (commonly known as the MIT license). It should be noted that our software license is neither endorsed by nor affiliated with the MIT institution. The objective of this license is to achieve maximum brevity, thereby enabling software developers to rapidly comprehend the requirements applicable to a software repository:

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3 Questions and Answers

This section addresses various inquiries regarding civil software licenses. Military applications are generally employed as exemplars, though the arguments pertaining to policing, intelligence services, or weapons systems are, in most instances, analogous. It should be noted that we are not licensed attorneys, and this section does not constitute professional legal advice.

3.1 Are civil software licenses enforceable?

A prevalent concern exists that any form of non-military license lacks enforceability. The basis of this concern lies in the fact that numerous jurisdictions maintain laws that afford state institutions, including military organizations, protection from legal proceedings (or limit remedies to monetary compensation only).

While it is accurate that certain military entities could potentially utilize software under a civil software license, this likely represents an exceptional circumstance. The concern regarding dual-use typically does not arise from the software's immediate military application capability, but rather from its potential modification or partial reuse for such purposes.

Consequently, the software must be incorporated into, for instance, a weaponized system. Military organizations typically do not manufacture weaponized systems. Rather, they procure them from commercial entities. The pertinent consideration is that defense contractors manufacturing weaponized systems do not necessarily enjoy the same legal immunity as military organizations. Should a defense contractor utilize civil open source licensed software to construct a weapon, it would constitute a license violation and cause the software creator substantial economic harm. The civil clause deliberately refrains from making value judgments or providing rationale for the imposed restriction. Users of civil software licenses may elect to release software under such licenses with the intent of licensing the software to defense contractors under alternative terms. Therefore, a defense contractor violating the civil clause incurs substantial risk of costly litigation.

The specific legal circumstances will likely vary by jurisdiction. Certain jurisdictions may exist where civil software licenses lack enforceability. This does not, however, render civil software licenses without effect. The aforementioned argument addresses bad actors who deliberately violate license terms. Many individuals act in good faith and will respect the software author's intentions without the threat of litigation. Civil software licenses provide developers with the means to express such intentions.

3.2 Why these specific limitations?

The civil clause restricts the incorporation of software into weapons and usage by institutions authorized to deploy them. The most prevalent examples include military, police, and intelligence services, though we employ the formulation "entities legally authorized to initiate force against persons" to encompass all potential institutions possessing such authority.

The underlying philosophy governing these limitations is that the civil clause restricts the utilization of software for legitimate physical violence and the creation of instruments thereof (weapons). The state, by conventional definition [14], maintains a monopoly on the legitimate use of physical force. Most such institutions are therefore governmental entities, though the license extends to private security companies as well. Other governmental institutions lacking such authority—schools or universities, for example, remain free to utilize civil software. The rationale for excluding entire institutions rather than solely weapons is that software may be employed in systems that are not directly weaponized but provide support to weaponized systems. A surveillance drone equipped with cameras for target identification represents one such example. By excluding only institutions legally authorized to deploy weapons, we can preclude these use cases without restricting civilian applications. For instance, drones may be utilized for cartographic purposes. Sales to individuals are not prohibited, including in jurisdictions where individuals may legally possess weapons (though the software may still not be incorporated into weapons), because individuals lack authorization to initiate force against persons.

Many ideologically motivated licenses provide extensive catalogues of undesirable behaviors that the license restricts, such as terrorism. The civil clause does not enumerate such behaviors because they are typically unlawful regardless. Terrorism remains illegal irrespective of license provisions. One objective of the civil clause is to achieve maximum brevity to minimize legal and administrative overhead while maintaining broad appeal among developers.

3.3 What are entities legally authorized to initiate force against persons?

The most common entities to which this refers are military, police, and intelligence services. Depending on the jurisdiction, this may also encompass prisons, border enforcement agencies, specialized enforcement units, private security companies, or other institutions authorized to employ force. The language is maintained in generic terms rather than providing a specific enumeration of institutions and entities, because civil software licenses are international instruments, and variations may exist between jurisdictions regarding which institutions are authorized to use force.

3.4 Why do civil software licenses use a partial copyleft?

To permit derivative works, a partial copyleft is essential. Otherwise, users could simply create a copy of the software under different licensing terms. The copyleft provision in Civil Software Licenses is kept minimal by requiring only that users preserve the civil clause and nothing further. This affords

users broad discretion to license derivative works under different conditions, subject to the constraint that the license of the derivative work contains the civil clause and does not attempt to circumvent it.

The partial copyleft also facilitates the commercial distribution of derivative works on public marketplaces. If, for example, a company publishes a derivative work of civil software as an application on a public application store and a military employee purchases it, then the company has not violated the civil clause; the employee has violated it (because the civil clause will be incorporated into the end user license agreement). This is, naturally, different if the application store were not public but rather a military internal application store. In such circumstances, the company is selling the application specifically to the military and is therefore violating the civil clause.

3.5 Are civil software licenses free software licenses?

The most commonly recognized definition of free software is that provided by the Free Software Foundation [3]. The philosophy underlying this concept seeks to maximize the freedoms of software users. One of the fundamental principles of free software licenses is that they grant users the freedom to run the program as they wish, **for any purpose**. This represents a comprehensive conception of freedom that prioritizes the freedom of **the software user** above all other considerations. Civil software licenses restrict users from constructing weapons with the software, and as such, do not qualify as free licenses under the Free Software Foundation's definition. Civil software licenses protect, to some extent, the freedom of individuals upon whom the software is used, given that one purpose of weapons is to curtail the freedom (or life) of those against whom the weapon is deployed. A design philosophy underlying civil software is also to minimize the restrictions imposed by the license to the absolute minimum, thereby respecting the user's time and freedoms.

In an era where software permeates all aspects of society, we believe it is essential to consider perspectives beyond the software user and to contemplate the broader societal impact that software licenses may have. We fundamentally support the principle of freedom, while adopting a less absolute position regarding its application.

3.6 Are civil software licenses open-source software licenses?

The most commonly recognized definition of open source software is that provided by the Open Source Initiative (OSI) [9], which is a public benefit corporation. The principles underlying open source software are similar to those of free software, but are more pragmatically oriented, seeking to maximize the convenience of the software user. The Open Source Initiative's definition does not permit licenses to restrict any party from utilizing the program in a specific field of endeavor. Civil software licenses likely do not qualify as open source under this definition, as they effectively preclude the defense industry and certain institutions from using the software. We have introduced the term "civil open source" to clarify this distinction.

The Open Source Initiative addresses in their frequently asked questions the topic of open source software usage by malicious actors [5]:

Can I stop "evil people" from using my program?

No. The Open Source Definition specifies that Open Source licenses may not discriminate against persons or groups. Giving everyone freedom means giving evil people freedom, too.

We wish to identify three deficiencies in this reasoning. The first issue concerns how the question is framed. It is overly simplistic to categorize individuals as good or evil. It is more appropriate, in our view, to characterize actions as evil, as individuals are often multifaceted. Therefore, let us rephrase the question to: "Does the license prevent individuals from using my program for evil actions?"

The second point we wish to make is that answering the (modified) question in the negative is unreasonable. Restricting evil actions does not practically constrain freedom, as any decent individual would not wish to engage in such actions regardless. The practical difficulty is, naturally, that incorporating language such as "The Software shall be used for Good, not Evil." [7] into a software license creates legal uncertainty and unnecessary administrative burden [4] for most software users due to the ambiguity of the term "evil". More practical would be to provide a specific enumeration of

concrete prohibited applications. Some licenses employ this approach, but it often wastes the time of license readers. This is because most evil acts are unlawful regardless of software license provisions. Civil software licenses do not explicitly prohibit actions such as terrorism because terrorism is unlawful regardless, and we wish to respect the time of license readers.

To conclude, the third deficiency in the OSI argument is that it is incorrect. One can, in most cases, prevent "evil people" from using a program because evil conduct is typically unlawful, and software licenses cannot supersede legal requirements.

Civil software licenses prevent certain forms of evil by restricting the construction of weapons, which can facilitate numerous evil acts.

3.7 Is Civil software compatible with the GPL?

The GNU Public License v3 contains a provision that invalidates additional restrictions added to the license and incorporates a strong copyleft mechanism. As such, GPL-licensed software is not compatible with Civil Software because this provision conflicts with the civil clause.

3.8 Can my civil open source-licensed repository contain MIT-licensed code?

Yes, the MIT license does not contain a copyleft provision. However, if the incorporated code constitutes a substantial portion, the MIT license requires inclusion of the MIT license in your repository (for example, in the copied file) to indicate that the copied code is MIT-licensed. The civil clause protects your original contributions and derivative works thereof, but not the MIT-licensed software you incorporated. The same principle applies analogously to similar licenses such as Apache 2.0.

3.9 Can I use civil software in military-funded research?

In certain jurisdictions, fundamental research at universities is often funded by military or military institutions. Civil software restricts permissible uses of the code, but does not restrict funding sources. For example, conducting research on general object detection at a university funded by the military would be permissible. However, you should be aware that the resulting software from your research cannot be utilized by the military funding agency, due to the copyleft provision in the civil clause. Another example would be research on drone combat. This would not be permitted, because you are specifically developing a weaponized system (one component of the development process is the research).

3.10 What about special case X?

In instances where you have a special case and are uncertain whether the license permits it, we recommend consulting the author(s) of the civil software. No plaintiff, no lawsuit. If you believe you have a special case that is of broader interest, please contact us so that we can incorporate a discussion into this document.

3.11 Does the Civil Clause apply to large language models trained on civil software?

The Civil Clause applies to all derivative works of the software. Whether large language models (LLMs) constitute a derivative work of the software upon which they have been trained is an unresolved legal question at the time of writing. We therefore cannot provide a definitive answer. We recommend presuming that the answer is affirmative and incorporating the civil clause into the license of LLMs trained on civil software. This section will be updated should a consensus emerge in the courts.

3.12 How is a weapon defined?

In most cases, the distinction between what constitutes a weapon and what does not is readily apparent. In cases of ambiguity, we refer to the special case provisions Section 3.10.

3.13 What if another department at my company produces weapons?

There are large corporations today that manufacture a variety of products, ranging from smartphones to warships. Since the civil clause only prevents incorporation of the software into weapons, it is permissible to incorporate the software into smartphones even if another department within the company manufactures warships. Note, however, that the smartphone cannot subsequently be incorporated into the warship, due to the partial copyleft provision.

4 Autonomous Weapons

Modern software, particularly software utilizing artificial intelligence, has the potential to render weapons fully autonomous, capable of lethal action without human oversight. Such weapons are ethically questionable and have the potential to become an existential threat to humanity in the long term. There is growing concern about such autonomous lethal systems and several political efforts to halt or impede their development [11]. Civil software licenses may contribute to these efforts by rendering open software unavailable for weapon construction, thereby increasing costs and consequently impeding the development of autonomous lethal systems.

5 Related Licenses

There are several related efforts to civil software. In the following, we discuss these licenses, their respective limitations, and how they differ from civil software licenses.

BSD 3-Clause No Military License [10]: This is the most closely related license to civil software licenses. It follows the standard BSD 3-Clause license but adds the following provision at the end of the license:

YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED, LICENSED OR INTENDED FOR USE IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY MILITARY FACILITY.

This license, unlike civil software licenses, only restricts military facilities, which do not encompass military weapons or other institutions employing weapons. The military is the institution authorized to use weapons against foreign nations. Unlike the BSD 3-Clause No Military License, civil software licenses do not discriminate based on the targets against whom weapons are used. Any institution possessing the authority to use weapons is covered by the license.

Hippocratic Licenses [2]: There are several versions and variants of Hippocratic licenses. Their common theme is to incorporate ethical considerations into the license, the core of which is based on human rights. The list of conditions, particularly in newer versions such as 3.0, is extensive and broad, such that most companies that would use software licensed under the Hippocratic license expose themselves to potential litigation. To provide an example, the license prohibits discrimination based on various attributes. There are multiple mathematical definitions for measuring fairness in software, and they have been proven to be mutually exclusive [6], such that if the software does not discriminate with respect to one definition, it is guaranteed to discriminate with respect to others. While one can (and should) make reasonable efforts to reduce bias in software [15], perfect compliance may not be achievable [13], leading to the aforementioned legal vulnerability.

In addition to the legal uncertainty that the license creates, many of these clauses are unnecessary because they restrict actions that are unlawful in almost all jurisdictions, and hence primarily generate legal overhead.

While the Hippocratic License 3.0 has an optional clause to prohibit the use of the software in military activities, it does not restrict the construction of weapons with the software.

The civil clause, conversely, aims to minimize legal overhead and is based on a single ethical principle: that the software should not be used in weapons.

Ethical licenses, such as the Hippocratic licenses, represent a positive development for individuals who are deeply concerned about the unethical use of software that is not addressed by conventional law. They do serve a different use case than civil software licenses.

Responsible AI licenses [1, 8]: These are a set of customizable, automatically generated licenses that add ethical restrictions to software licenses. They are similar to Hippocratic licenses but with an additional focus on AI and research code. The arguments for and against them are identical to those pertaining to Hippocratic licenses.

Nonviolent Public Licenses [12]: Like the civil software license, the nonviolent public license (v7) prohibits the use of the software in weaponry, although the restriction on weapons is limited to military conflict. Unlike civil software licenses, the nonviolent public license has additional restrictions that extend beyond the use of violence, such as prohibiting use for producing fossil fuel or surveillance. In particular, the prohibition on surveillance may be problematic for software companies, because data collection for advertising or analytical purposes is commonplace today.

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A Civil-A License

This is a Civil version of the Apache 2.0 license. Compared to the simple civil open source license, it is more comprehensive in its description and contains protection against patent issues, so it is recommended for more complex software projects and companies:

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