

iText & QT --

Copyright or Copywrong? Copyleft or Copytroll?

v.20240802

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2024.08.03

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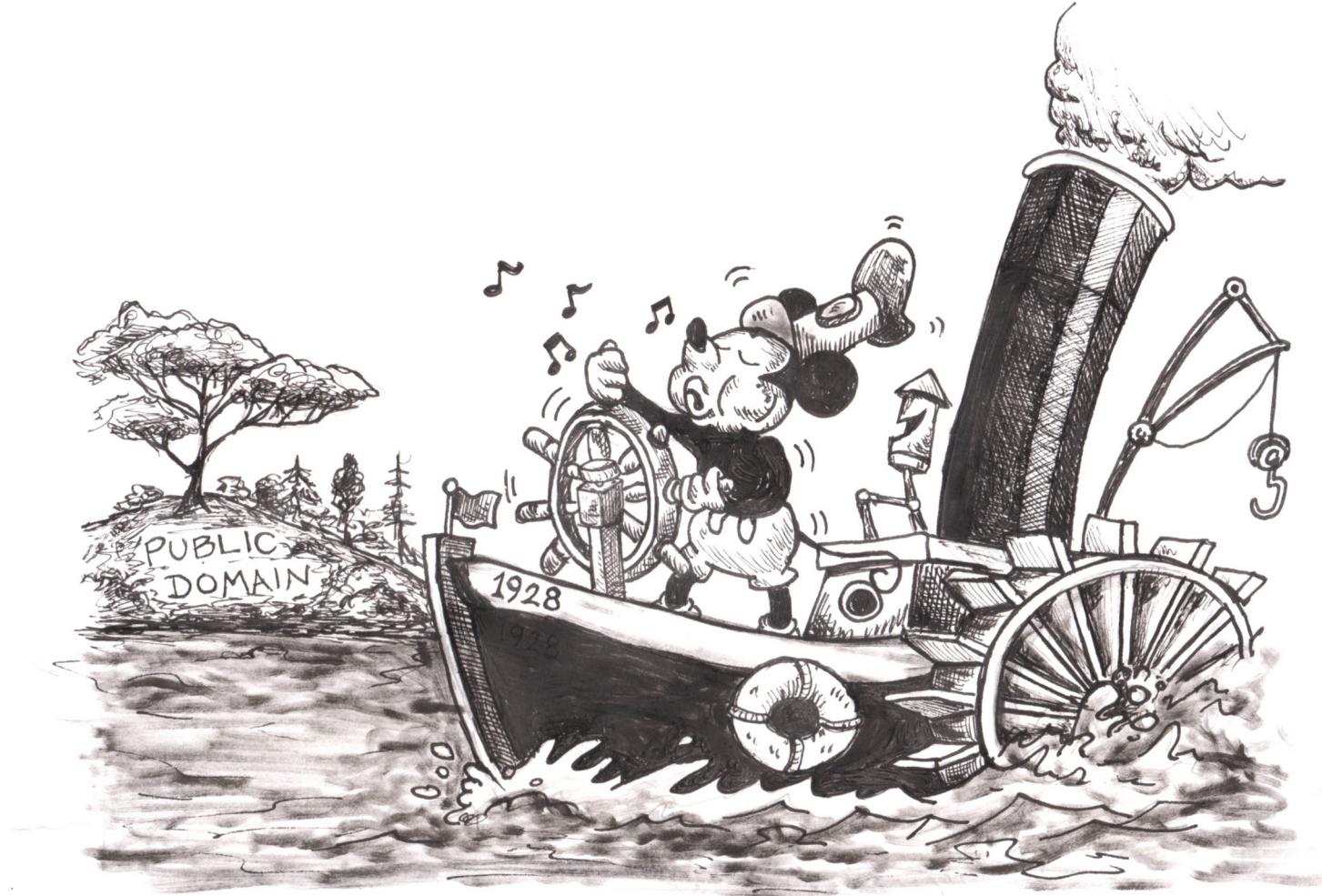
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- 2、CC Taiwan Chapter Lead 、台灣開源法律網絡 共同創辦人
- 3、行政院、國發會、文化部、故宮博物院、考試院、銓敘部政府資料開放諮詢小組會議委員
- 4、臺北市政府公共參與組市政顧問

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Copyright or Copywrong?



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One ring to rule them all 至尊魔戒

SSPL -- Source Available License



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太空之旅

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SSPL - 至少明刀明槍

Source available, just available

Copyleft or Copytroll?

Copyright Troll?

In Between

FUD

~~Fear, Uncertainty, and Doubt~~

Qt

Qt Group在台設立聯絡處

https://www.digitimes.com.tw/tech/dt/n/shwnws.asp?id=0000652843_AIA7FSR

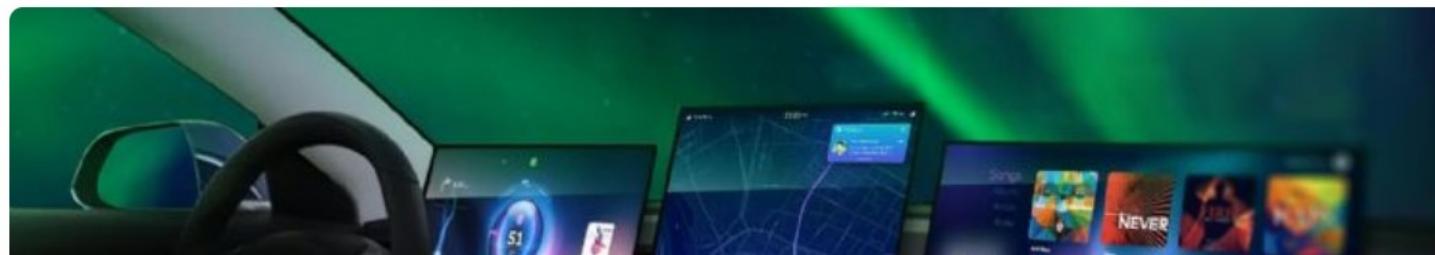
DIGITIMES

Qt Group在台設立聯絡處 就近提供諮詢及技術支援

周建勳／台北訊 2022-12-21

分享

分享



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DIGITIMES

迄今為止，Qt Group 亞太的業務總部設在南韓、日本、中國和印度，這使得許多台灣 OEM 和 ODM 公司使用未經授權的 Qt 開源代碼來創建他們的產品設備。一但當這些設備被運往其他國家時，購買這些設備的客戶可能會因侵權而被罰款。這些解決方案不僅不符合 Qt 的 HMI 使用規定，而且經常被錯誤應用。這種情況給製造侵權設備的台灣公司帶來了重大的聲譽風險。



Qt 的基礎授權分析

1. LGPL + GPL

2. 宣告 + 提供 LGPL 函式庫源碼的明確管道

QT / Qtopia

授權策略常有調整和異動

5.14 版起， Qt Wayland Compositor 、 Qt Application Manager ，以及 Qt PDF 等非核心模組將從本來的 LGPLv3/Commercial 雙授權，調整為略嚴的 **GPLv3/Commercial 雙授權**，也就是， LGPLv3 的選用選項將不複存在。

Qt 核心從 QPL 轉為 GPL ，其後轉為 LGPL ，現又部份模組轉為 GPL 。市佔率低時放寬、市佔率高時收攏，這是長期觀察 Qt 授權政策改變的基本原則。

從 2016 年開始，有不少的 Qt 模組已經開始採用 GPLv3/Commercial 雙授權，可參考官方聲明列表，並適度做好自己使用版本的管理。

開源授權永久有效，新版本授權的變動原則上僅及於新版本，能自行維護舊版本者，仍有機會採舊版本授權來使用這些程式。



在中國大陸的「維權」說帖

使用 QT (L)GPL 開源版本開發及發布產品須完全遵守開源授權條款，履行全部開源義務，包括但不限於下列核心義務：

- a) 應提供聲明，說明公司正將 LGPL 授權軟體與應用程式裡的其他程式合併使用；
- b) 應提供完整 GPL 、 LGPL 授權條款的全文；
- c) 如果要顯示任何著作權聲明，還需要正確顯示 QT 所有著作權和商標；



在中國大陸的「維權」說帖

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- d) 需要確保**共享**對開源授權軟體 (QT) 所作的所有修改；？
- e) 必須在發布產品裡通知**該產品沒有擔保**的狀況；×
- f) 了解在使用 LGPL 函式庫時，不能實施軟體專利；？



在中國大陸的「維權」說帖

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- g) 如果遵循 L/GPL ，那麼不僅要根據授權條款將源碼開源，還要提供「**安裝資訊**」以**完全開放硬體接口**及相關文件，安裝資訊包括在硬體上安裝和執行 QT 修改版本軟體的所有必要資訊；？
- h) 使用 GPL 模組，需要完全開源所有 QT 源代碼及**被 GPL 感染**的非 QT 程式碼；？
- i) 使用 LGPL 模組，需要開源所有修改過的 QT 源代碼；？

使用 Qt (LGPL) 到嵌入式產品，其授權拘束特性？

1. **LGPL + GPL**
2. 宣告 + 提供取得韌體裡 LGPL 函式庫源碼的方法，進一步要求必須不加密或能解密抽取產品韌體內的函式庫。



include the copyright notice for the library among these notices, as well as

reference directing the user to the copies of the GNU GPL and this license document.

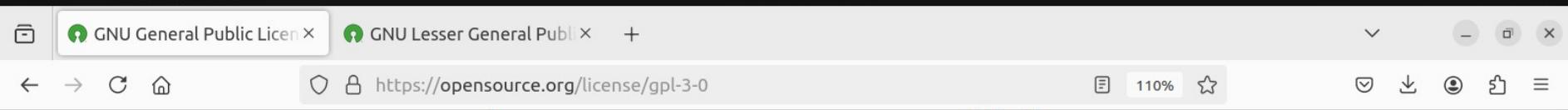
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 - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the

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this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
 - b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of

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如何提供 GPL 元件的程式源碼 +

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Florence 弗羅倫司 FOSS授權小辭典 自然筆記 關於我 授權方式 常用連結 搜尋...

ARTICLE · LEGAL COLUMN

如何提供 GPL 元件的程式源碼

① 2012-09-05 由 FLORENCE 發佈留言

此篇文章原載於自由軟體鑄造場網站上的「[法律專欄](#)」。感謝[林誠夏](#)對於本文所給予的修正。

~~~~~ 本文開始 ~~~~~~

GPL 授權條款制定的目的，是希望人人都可以研究、修改與散布程式，為了要達到這個目的，取得程式源碼 (Source Code) 是不可或缺的前提要件。因為雖然一位有能力的開發者在拿到目的碼的狀況下，也有可能透過逆向工程來將程式還原到源碼的形式，但這畢竟

搜尋...

## 近期留言

「Vanessa」於〈[Open Hardware License 開放硬體授權條款](#)

「thez」於〈[我愛lativ，可是我現在不買lativ！](#)

「Andy Chu」於〈[開放字型授權條款 OFL-1.1](#)

「朱維堂」於〈[開放字型授權條款 OFL-1.1](#)

<http://florenceko.me/?p=1378>

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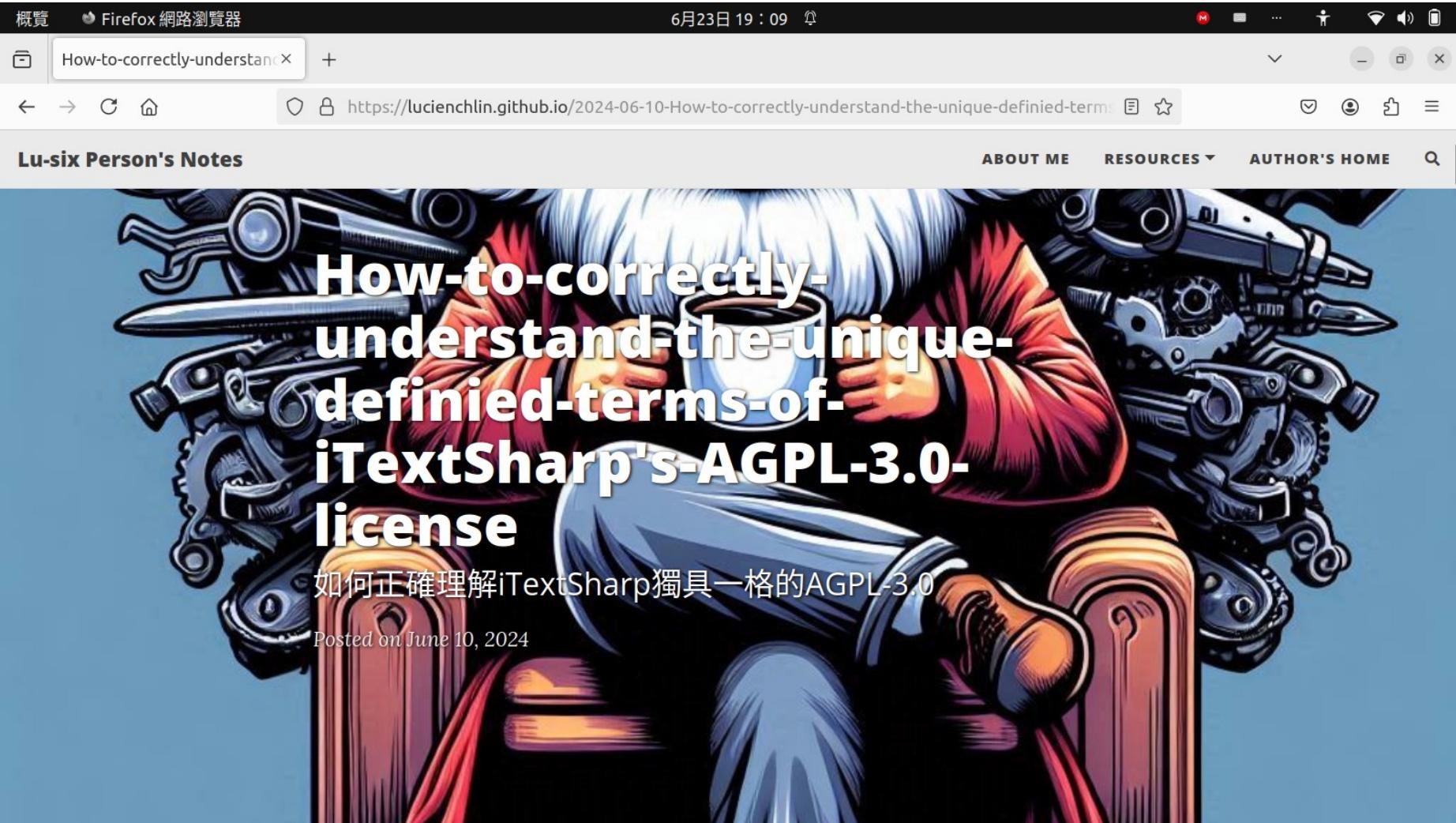
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放下來、丟出去

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1. LGPL-ed softwares can NOT be controlled.
2. Corresponding Source Code, installation Information, Compiling Scripts, and even Authorization Keys.
3. 取出、改寫、重新置入，重啟鏈結和功能？

# iText/iTextSharp



<https://lucienchlin.github.io/2024-06-10-How-to-correctly-understand-the-unique-defined-terms-of-iTextSharps-AGPL-3.0-license/>

除非你真的很知道自己在幹嘛…不然…

**不要用、不要用、不要用！**

不要用它自稱 **AGPL-3.0** 的新版

那個授權嚴格來說不是真正的 AGPL-3.0

- iTextSharp 過往採 **MPL-1.1/LGPL-2.1** 雙授權發布，最後一版 **MPL-1.1/LGPL-2.1** 發布的的 iTextSharp 版本號為 **iTextSharp 4.1.6** 。
- **5 版之後改為 AGPL-3.0 授權**，其著作權利也多數在這個時期轉公司化經營。舊版 iTextSharp 並沒有維權事件，因舊版時期該專案的著作權利原則上分屬許多不同立場的開放源碼貢獻者，而在 5 版之後， iTextSharp 公司將沒有意願配合公司化經營的開源貢獻者的程式碼刪除代換，爾後就 iTextSharp 5 版之後的使用狀態，來進行維權。
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- 然而 iTextSharp 當前營運公司並非忠實依照 AGPL-3.0 的授權條款內容來進行權利聲張，主要有兩點 (1)AGPL-3.0 拘束的作品 (work) 乃軟體專案， iTextSharp 公司擴張解釋到轉檔、列印出來的電子文件或**實體文件 (output)** 也被歸類到作品 (work) 的範疇，實則逾越了 AGPL-3.0 本來的定義範圍； (2)AGPL-3.0 第 7 條 Additional Terms 列舉六款能彈性添附的條款，所以 iTextSharp 公司主張其自訂繁複的出處標示，必須要被實踐和遵守，不然事涉侵權，然此六款於 AGPL-3.0 開宗明義即說明為「 Additional Permission( 額外允許 ) 」，不應被 **iTextSharp 公司運用為額外限制 (Additional Restriction)** 。這兩個關鍵資訊是爭議事件時，得據理力爭的要點。

因為

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2. 而且加料的方式怪怪的
3. AGPL-3.0 加料後的拘束範圍比其他人都大

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if you **modify** the Program

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- 4 、額外添附條款**
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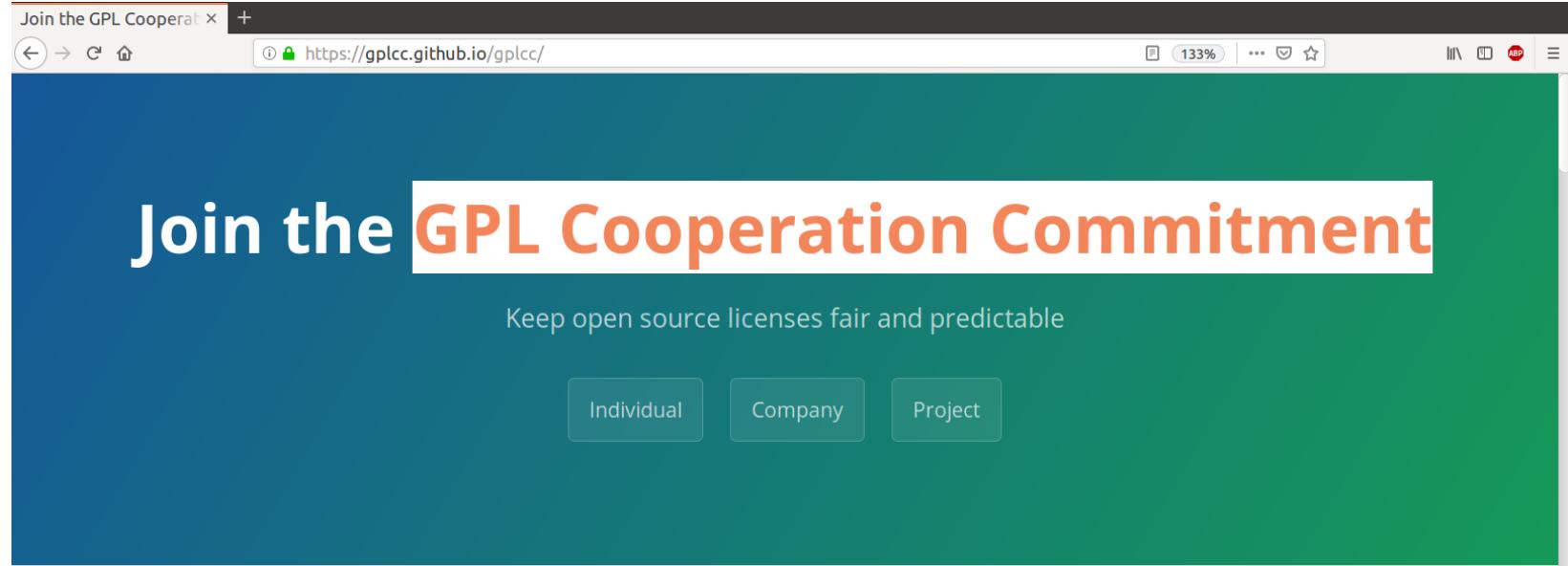
Technology Industry Leaders Join Forces to Increase Predictability in Open Source Licensing

Red Hat, Facebook, Google, and IBM commit to providing a fair cure period to correct license compliance issues for GPLv2 software

**IN SHORT**

Red Hat, Facebook, Google, and IBM

RALEIGH, N.C. – November 27, 2017 – Red Hat, Inc. (NYSE: RHT), Facebook, Inc. (NASDAQ: FB), Google (NASDAQ: GOOGL) and IBM (NYSE: IBM) today announced efforts to promote additional predictability in open source licensing, by committing to extend additional rights to cure open source license compliance errors and mistakes.



## Join the GPL Cooperation Commitment

### GPL Cooperation Commitment

Join with leading companies, developers, and other leaders in the open source community who have all committed to provide GPLv2 and LGPLv2.x licensees a fair chance to correct violations before their licenses are terminated.

Our goal is to reduce opportunities for abusive enforcement tactics and, more broadly, to promote greater predictability in the enforcement of GPLv2 and LGPLv2.x licenses. Through this initiative, we hope ultimately to increase participation in the use and development of open source software by

<https://gplcc.github.io/gplcc/>

# **GPL WITH GPL-CC-1.0 spdx**

## **1 、自動復權機制**

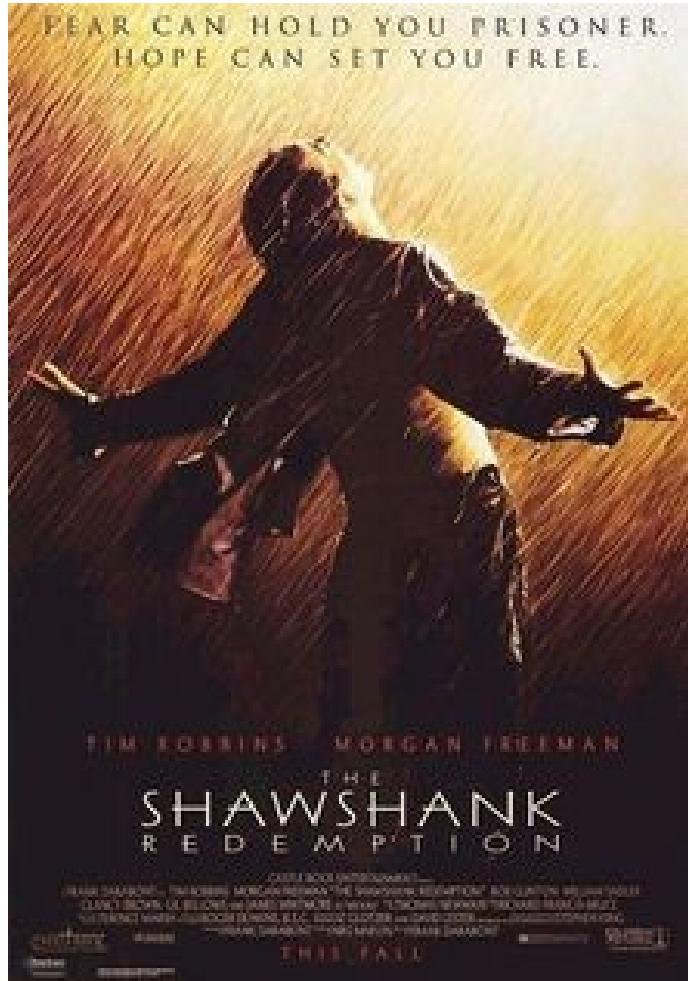
從 GPL-3.0 開始出現、 30 天內修復得自動恢復權利

## **2 、承諾方採此態度進行跨域合作**

將自動復權的態度擴展到 GPL-2.0 授權程式

得救之道 就在其中

Salvation lies within.



FAIR USE @ google "Salvation lies within"

# 開源授權之爭

## 當以開源授權來解

# AGPL-3.0

1. do so **exclusively on your behalf** 內部使用
2. if you **modify** the Program 修改方開啟雲端拘束
3. The output from running a covered work is covered by this License **only if the output**, given its content, **constitutes a covered work.** 單純輸出並非衍生
4. **Neo4j Sweden Software License** 虛偽廣告
5. Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the **first time** you have received notice of violation of this License (for any work) from that copyright holder, and you **cure the violation prior to 30 days after your receipt of the notice.** 訴請補正復權

# **Open Source vs Source Available**

## **開源 vs 源碼可及**

**開源協作建立在普遍共識上**

**Open source**

**源碼可及解釋權集中於釋出者**

**Source Available / Shareware**

# The Real Open Source

揀選真正採**開源之道**運行的專案

公眾授權條款的詮釋

https://tw.creativecommons.net/2022/11/14/essay-keeper-of-the-official-interpretation-for-the-general-public-licenses-cc-license-suite-as-an-example/ 120%

creative commons CC Taiwan

# 公眾授權條款的詮釋與守護、誰擁有解經地位？-以CC授權條款管理為說明示範

2022-11-14

文：林誠夏(Lucien Cheng-hsia Lin)，CC0-1.0。

所有公眾授權關係的參與者，都擁有解釋公眾授權條款的解釋地位！然相關解釋，也必須中道的基於條款文義上、體系上合理的理解範圍。這是因為公眾授權，必須中立協調授權人和被授權人之間的協力真意，這般建立的分享制度才真能可長可久，這也是為何CC全球組織，就NC的共識範圍，在2009年執行定義非商業性研究報告的主要立場，用意就在於，探求多數人對CC授權非商業性-NC要素的理解真意，然後透過溝通、理解，來建立公眾彼此間的共識。然而，為了普及公眾授權在應用上的正確性及協助建立共識，一般來說個別公眾授權條款的原撰寫與發布組織，最具有客觀及詳細解讀其相關條款細節的地位，也由於這樣，往往這些授權條款的維護管理組織及網絡，被稱之為授權條款管理者(license steward)，也往往能夠提供具實際(de facto)權威解釋準據的條款詮釋。例如自由軟體基金會(Free Software Foundation)之於GNU通用

# **License Steward**

**GPL-FSF 、 MPL-Mozilla Foundation 、 Apache-2.0-ASF 、 EPL-  
Eclipse Foundation 、 Creative Commons License Suite-CC**



<http://of.lucien.cc/doku.php?id=legal:legal:openfoundrylegal:2014-09-30-降低開源授權爭訟風險的三大要點>

# 開源合規窗口

## 1 、 Open Source Liaison

專職辦公室？專職信箱？專職聯絡人？

## 2 、能啟動相應溝通流程

多數的開源授權爭議可以透過溝通協商善加處理

# **THANK YOU**

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