

活用開源軟體

暨善用管理流程強化合規遵循

v.20240918

台灣開源法律網絡共同創辦人 , Co-founder @ Open Source Legal Network Taiwan

鈞理知識產權事務所法制顧問 , Legal Adviser @ Gemly Int' l IPR Office

林誠夏 / Lucien Cheng-hsia Lin

Email: lucien.cc@gmail.com

LinkedIn: <https://tw.linkedin.com/in/lucienchlin>

工研院 -2024 智權新創週

2024.10.01

本文件使用 SIL Open Font License v1.1 釋出之 Public Sans 及 思源黑體 字型，前者由 USWDS 發布，後者由 Adobe 、 Google 及其他合作夥伴協同發布；除所引第三方素材皆隨頁標註另有宣告者外，本簡報採 CC-BY-SA-3.0-TW+ 發布釋出。



lucien.cc@gmail.com

林誠夏

- 1、鈞理知識產權事務所 法制顧問
- 2、CC Taiwan Chapter 主持人、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

<http://tw.linkedin.com/in/lucienchlin>

目錄

1. 何謂開源及何謂商業開源軟體
2. 開源軟體授權六大特性與三大分類
3. 開源合規遵循的風險與近期爭議
4. 建立開源導入政策書以完善管理政策
5. 開源管理辦公室的職掌與運作模式

1. 何謂開源及

何謂商業開源軟體

自由開源軟體

Free/Open Source Software

可以被自由修改、自由

散布的軟體專案，就是自由開

源軟體專案。

源碼／ Source Code

人類**能夠理解**的程式語言

後手可以窺探的**程式邏輯**

了解開源軟體之權利義務

義務

1. 做好**相關標示**
2. 提供**必要源碼**

權利

3. 之後，就能做幾乎**任何事情**

Third Party & Open Source Projects

做好開源管理

才有機會做好第三方軟體管理

Ecosystem

**建構開放標準統合
軟硬整合的生態系**

Open Source

當代跨界競爭的有效手段

Open Source

會不會被 AI 寫程式消弭？

打群架、打更兇

雙拳難敵四手

惡虎還怕群狼


Github Copilot 資通訊產業管理要則

- (1) Github Copilot 可以用、但必須**登錄註記**它的使用狀態；
- (2) 重點專案要用必須走**核可制**，所謂重點專案就是涉及公司專利技術，或被指定是主力開發產品，而被定位重點專案，這些專案要使用到 Github Copilot 時，走的是核可制，必須明確得到核可，才可以去使用；
- (3) 一般專案走**備查制**，解放工程人員的生產力，但使用狀況必須於公司指定的電子簿冊進行登錄，相關登錄資訊公司也不需要時時查察，但需要確認時管理和研發主管可以查閱並確認；
- (4) 開啟 Github Copilot 提供的 **Duplicate Detection** 偵測功能，這個功能是 Github Copilot 在美國發生訴訟後，Github 火速加上的新功能，意思就是當 Github Copilot 吐 Suggestions 給軟體開發工程師，工程師也使用了這些被建議的程式碼，之後再加上一個自動化功能，就是幫忙查驗最後的程式碼是否和目前 Github 上託管的主流他人專案具有表達的近似性，若是高度相似，這個偵測功能會建議部份程式碼再另行改寫，以避免程式碼表達上過於近似有抄襲疑慮。
- (5) 要求開發人員就最後提交給公司的程式碼進行**人力的閱讀和確認**。

O-RAN Software Community

O-RAN SC Charter News Community Presentation Wiki

O-RAN Software Community (SC)



The O-RAN Software Community (SC) is a collaboration between the O-RAN Alliance and Linux Foundation with the mission to support the creation of software for the Radio Access Network (RAN). The RAN is the next challenge for the open source community.

The O-RAN SC plans to leverage other LF network projects, while addressing the challenges in performance, scale, and 3GPP alignment.

The telecom industry is experiencing a profound transformation and 5G is expected to radically change how we live, work, and play.

<https://o-ran-sc.org/>

目次 隱藏

序言

WiMAX的應用

寬頻存取

行動應用

產品發布

2005

2006

2008

2010

固定式與移動式WiMAX

各項標準

IEEE 802.16e

IEEE 802.16m

其他競爭技術

WiMAX全面撤台 [編輯]

繼**大同電信**撤出WiMAX市場，**全球一動**也因**基地台**設定不夠，計畫書附加三項條件未達之由被**NCC**停發證照，^[5]雖其曾行使**行政訴訟**訴願成功，但NCC仍堅持原則。對此全球一動董事長**何薇玲**表示，原本支援政府政策投資，結果**Intel**臨時收手，根本沒有誠信可言。而**威達電通**則痛斥**LTE**業者做大，政府卻不允許WiMAX業者換照。^[6]

另見 [編輯]

- IEEE 802.11**

參考 [編輯]

- ↑ **Sprint Nextel Announces 4G Wireless Broadband Initiative with Intel, Motorola and Samsung**. [2007-10-28]. （原始內容存檔於2008-11-05）.
- ↑ **存档副本**. [2017-09-13]. （原始內容存檔於2020-12-07）.
- ↑ **網路通訊產業－WiMAX－05年元年；06年起飛；07年適應；08年普及**. [2007-10-28]. （原始內容存檔於2007-10-11）.
- ↑ **深度解读：WiMAX前车之鉴TD-LTE后事之师**. [2013-02-26]. （原始內容存檔於2018-06-19）.
- ↑ **全球一動換照未獲通過，WiMAX即將走入歷史**. [2015-11-11]. （原始內容存檔於2016-06-21）.
- ↑ **WiMAX業者：政府騙了我們**. [2015-11-11]. （原始內容存檔於2017-09-13）.

外部連結 [編輯]

https://zh.wikipedia.org/zh-tw/WiMAX

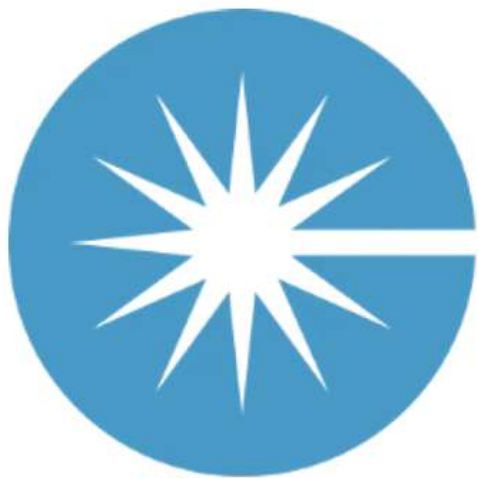




🔍 Search...

Log in

Create account



COSS COMMUNITY

COSS Community is powered by the open source Forem platform: <https://github.com/forem/forem>

We are on a mission to accelerate COSS knowledge distribution and democratization for all! 🌍

You can expect to see and contribute to non-partisan viewpoints in COSS from founders, team members, investors of all stages, enterprises, end users, developers, creators, analysts and more!



<https://www.coss.community/about>

**為何專案在 GitHub 上顯示為開源，
但是網站官網提供的都是商業授權的
訂購方案？**

**自己刻、自己包，免費、開源，不涉
及商標利用原則上沒問題，然統合版
本採商業訂閱。**

Anaconda Privacy | Anaconda | Anaconda

← → ↻ 🏠 🔒 https://www.anaconda.com/blog/anaconda-commercial-edition-faq


ANACONDA. Products Solutions Resources Partners Company

Free Download Sign Up Sign In

Enterprise Data Science, Machine Learning, and AI / Oct 28, 2020

Anaconda Commercial Edition FAQ

4min



Please note that since the publication of this post, we've repositioned our product offerings into Anaconda plans. Individual Edition is now reflected by our



<https://www.anaconda.com/blog/anaconda-commercial-edition-faq>

Anaconda 的精簡版常被認為採 BSD 授權，它整套軟體也包含許多開源軟體，而整個服務被宣告 <200 人能免費使用，這 200 人怎麼計算？又是能被 SCA 工具 (Software Composition Analysis，軟體成份分析) 協助分析？

Anaconda:

1. 內含很多開源專案
2. 整體包起來就是商業契約、內含開源授權繼續有效。
3. 可以取用開源的部份自己包、自己架。
4. 但用該公司直接包好的，整體包起來後若組織 <200 人以下使用，毋須付費，超過 200 人就必須付費使用，政府組織或 NGO 也是一樣用這個標準來看。

Commingled World

程式碼多元混用的世界

商務訂購、部分元件開源

主體開源、增效非開源

主體開源、搭配提供的雲端編譯服務及工具非開源

Open Source + Shareware

2. 開源軟體授權

六大特性與三大分類

開源授權的六大特性

符合 FSF 自由軟體定義或 OSI 開放源碼定義者

1 、非專屬授權 **non-exclusive**

2 、不可撤回 **irrevocable**

3 、免授權金 **royalty-free**

4 、不附隨擔保 **no warranties**

5 、不限制目的、時間、地域

for any purpose, perpetual, worldwide


6 、使用、重製、修改、發布

freedom to run, copy, modify, and redistribute

Licenses by Name | Open

+

← → ↻ 🔒 opensource.org/licenses/alphabetical 🔍 ▶ ☆ ⚙️ 👤 ⋮



Open Source Initiative


Guaranteeing the 'our' in source...

ABOUT ▾LICENSES ▾COMMUNITY ▾RESOURCES ▾NEWS & EVENTS ▾JOIN ▾

Licenses by Name

The following licenses have been approved by the OSI. The parenthesized expression following a license name is its SPDX short identifier (if one exists).

- 0-clause BSD License (0BSD)
- 1-clause BSD License (BSD-1-Clause)
- 2-clause BSD License (BSD-2-Clause)
- 3-clause BSD License (BSD-3-Clause)
- Academic Free License 3.0 (AFL-3.0)
- Adaptive Public License (APL-1.0)
- Apache Software License 1.1 (Apache-1.1) (superseded)
- Apache License 2.0 (Apache-2.0)
- Apple Public Source License (APSL-2.0)
- Artistic license 1.0 (Artistic-1.0) (superseded)
- Artistic License 2.0 (Artistic-2.0)




open source
initiative
Approved License

Keep up with Open Source

Sign up with your email to receive our newsletter — your resource for industry news, upcoming events, insights from Open Source thought leaders and more.

Sign up with your email to receive OSI's newsletter — your resource for industry news,



<https://opensource.org/licenses/alphabetical>

0-clause BSD License (0BSD), 1-clause BSD License (BSD-1-Clause), 2-clause BSD License (BSD-2-Clause), 3-clause BSD License (BSD-3-Clause), Academic Free License 3.0 (AFL-3.0), Adaptive Public License (APL-1.0), Apache Software License 1.1 (Apache-1.1) (superseded), Apache License 2.0 (Apache-2.0), Apple Public Source License (APSL-2.0), Artistic license 1.0 (Artistic-1.0) (superseded), Artistic License 2.0 (Artistic-2.0), Attribution Assurance License (AAL), Boost Software License (BSL-1.0), 3-clause BSD License, 2-clause BSD License, 1-clause BSD License, 0-clause BSD license, BSD-3-Clause-LBNL, BSD+Patent (BSD-2-Clause-Patent), CERN Open Hardware Licence Version 2 - Permissive, CERN Open Hardware Licence Version 2 - Weakly Reciprocal, CERN Open Hardware Licence Version 2 - Strongly Reciprocal, CeCILL License 2.1 (CECILL-2.1), Common Development and Distribution License 1.0 (CDDL-1.0), Common Public Attribution License 1.0 (CPAL-1.0), Common Public License 1.0 (CPL-1.0) (superseded), Computer Associates Trusted Open Source License 1.1 (CATOSL-1.1), Cryptographic Autonomy License v.1.0 (CAL-1.0), CUA Office Public License Version 1.0 (CUA-OPL-1.0) (retired), Eclipse Public License 1.0 (EPL-1.0) (superseded), Eclipse Public License 2.0 (EPL-2.0), eCos License version 2.0 (eCos-2.0), Educational Community License, Version 1.0 (ECL-1.0) (superseded), Educational Community License, Version 2.0 (ECL-2.0), Eiffel Forum License V1.0 (EFL-1.0) (superseded), Eiffel Forum License V2.0 (EFL-2.0), Entessa Public License (Entessa), EU DataGrid Software License (EUDatagrid), European Union Public License 1.2 (EUPL-1.2) (links to every language's version on their site), Fair License (Fair), Framework License (Framework-1.0), Free Public License 1.0.0 (0BSD), GNU Affero General Public License version 3 (AGPL-3.0), GNU General Public License version 2 (GPL-2.0), GNU General Public License version 3 (GPL-3.0), GNU Lesser General Public License version 2.1 (LGPL-2.1), GNU Lesser General Public License version 3 (LGPL-3.0), Historical Permission Notice and Disclaimer (HPND), IBM Public License 1.0 (IPL-1.0), Intel Open Source License (Intel) (retired), IPA Font License (IPA), ISC License (ISC), Jabber Open Source License (retired), LaTeX Project Public License 1.3c (LPPL-1.3c), Lawrence Berkeley National Labs BSD Variant License (BSD-3-Clause-LBNL), Licence Libre du Québec – Permissive (LiLiQ-P) version 1.1 (LiliQ-P), Licence Libre du Québec – Réciprocité (LiLiQ-R) version 1.1 (LiliQ-R), Licence Libre du Québec – Réciprocité forte (LiLiQ-R+) version 1.1 (LiliQ-R+), Lucent Public License ("Plan9"), version 1.0 (LPL-1.0) (superseded), Lucent Public License Version 1.02 (LPL-1.02), Microsoft Public License (MS-PL), Microsoft Reciprocal License (MS-RL), MirOS Licence (MirOS), MIT License (MIT), MIT No Attribution License (MIT-0), MITRE Collaborative Virtual Workspace License (CVW) (retired), Motosoto License (Motosoto), Mozilla Public License 1.0 (MPL-1.0) (superseded), Mozilla Public License 1.1 (MPL-1.1) (superseded), Mozilla Public License 2.0 (MPL-2.0), Mulan Permissive Software License v2 (MulanPSL - 2.0), Multics License (Multics), NASA Open Source Agreement 1.3 (NASA-1.3), Naumen Public License (Naumen), Nethack General Public License (NGPL), Nokia Open Source License (Nokia), Non-Profit Open Software License 3.0 (NPOSL-3.0), NTP License (NTP), OCLC Research Public License 2.0 (OCLC-2.0), Open Group Test Suite License (OGTSL), Open Software License 1.0 (OSL-1.0) (superseded), Open Software License 2.1 (OSL-2.1) (superseded), Open Software License 3.0 (OSL-3.0), OpenLDAP Public License Version 2.8 (OLDAP-2.8), OSET Public License version 2.1, PHP License 3.0 (PHP-3.0) (superseded), PHP License 3.01 (PHP-3.01), The PostgreSQL License (PostgreSQL), Python License (Python-2.0) (overall Python license), CNRI Python license (CNRI-Python) (CNRI portion of Python License), Q Public License (QPL-1.0), RealNetworks Public Source License V1.0 (RPSL-1.0), Reciprocal Public License, version 1.1 (RPL-1.1) (superseded), Reciprocal Public License 1.5 (RPL-1.5), Ricoh Source Code Public License (RSCPL), SIL Open Font License 1.1 (OFL-1.1), Simple Public License 2.0 (SimPL-2.0), Sleepycat License (Sleepycat), Sun Industry Standards Source License (SISSL) (retired), Sun Public License 1.0 (SPL-1.0), Sybase Open Watcom Public License 1.0 (Watcom-1.0), Universal Permissive License (UPL), University of Illinois/NCSA Open Source License (NCSA), Upstream Compatibility License v1.0, Unicode Data Files and Software License, The Unlicense, Vovida Software License v. 1.0 (VSL-1.0), W3C License (W3C), wxWindows Library License (WXwindows), X.Net License (Xnet), Zero-Clause BSD (0BSD), Zope Public License 2.0 (ZPL-2.0) (superseded), Zope Public License 2.1 (ZPL-2.1), zlib/libpng license (Zlib)

OSI-approved Licenses sorted by name by the date 2021.10.18: <https://opensource.org/licenses/alphabetical>

開源授權的三大分類

常見授權條款表

分類	授權條款	全名
BSD 類	Apache-1.1	Apache Software License 1.1
	Apache-2.0	Apache License 2.0
	BSD-3-Clause	New BSD License
	MIT	MIT License
	Zlib	Zlib/libpng License
GPL 類	GPL-2.0/3.0	GNU General Public License 2.0/3.0
	LGPL-2.1/3.0	GNU Lesser General Public License 2.1/3.0
	AGPL-3.0	GNU Affero Public License 3.0
其它類	CPL/EPL-1.0	Common Public License 1.0
	EPL-2.0	Eclipse Public License 1.0/2.0
	MPL-1.1/2.0	Mozilla Public License 1.1/2.0
	CDDL-1.0	Common Development and Distribution License 1.0
	Artistic 2.0	Artistic License 2.0

大家都必須要
一直自由

LGPL-2.1 / LGPL-2.0 /
LGPL-3.0

MPL-2.0 /
CDDL-1.0 / CDDL-1.1

幾近無拘無束
的自由



GPL-2.0 / GPL-3.0

EPL-2.0 Apache-2.0 / AFL-3.0

MIT / BSD-3-Clause /
BSD-2-Clause

有點自由又不會太自由

AGPL-3.0 / OSL-3.0

3. 開源合規遵循的

風險與近期爭議

真正開源與準開源的差異

並非有源碼就是開源

[Products](#)[Solutions](#)[Resources](#)[Company](#)[Pricing](#)[Sign In](#)[Try Free](#)

MongoDB Issues New Server Side Public License for MongoDB Community Server



New License Leads the Way for Open Source in the Cloud Era

NEW YORK, NY - October 16, 2018 -- Today [MongoDB, Inc.](#) (Nasdaq: MDB), the leading modern, general purpose database platform, issued a new software license, called [Server Side Public License](#) (SSPL), for MongoDB Community Server. The license clearly and explicitly states the conditions of deploying MongoDB - or any other open source project licensed under the SSPL - as a service. **All versions of MongoDB's Community Server released after today, including patch fixes for prior versions, will be licensed under the SSPL.**

MongoDB has become one of the most popular databases in the market, adopted by organizations of all sizes across many industries and geographies. MongoDB was previously licensed under the GNU AGPLv3 (AGPL), which meant companies who wanted to modify and run MongoDB as a publicly available service had to open source their software or obtain a commercial license from MongoDB. However, MongoDB's popularity has led some organizations to test the boundaries of AGPL. In response, MongoDB has created the SSPL and submitted it to the Open Source Initiative for approval.

<https://www.mongodb.com/press/mongodb-issues-new-server-side-public-license-for-mongodb-community-server>

Redis 新版改成 dual-license :

(1) 公司若將新版 Redis 運用在客戶專案 / 產品內，是否就要付費？

(2) 公司若是在內部使用新版 Redis，但目的是為開發新產品 / 新服務 / 新專案等，是否符合 dual-license 的規範？

Documentation

About

Who's using Redis?

Governance

Release cycle

Sponsors

License

Redis Enterprise

Redis Stack

Quick starts

Install

Connect

Understand data types

Interact with data

Use Redis

Manage Redis

Reference

🏠 > Documentation > Introduction to Redis > Redis license

Redis license

Redis license and trademark information

- Redis is **open source software** released under the terms of the **three clause BSD license**. Most of the Redis source code was written and is copyrighted by Salvatore Sanfilippo and Pieter Noordhuis. A list of contributors can be found in the git history.

The Redis trademark and logo are owned by Redis Ltd. and can be used in accordance with the [Redis Trademark Guidelines](#).

- RedisInsight is licensed under the Server Side Public License (SSPL).**
- Redis Stack Server, which combines open source Redis with Search and Query features, JSON, Time Series, and Probabilistic data structures is dual-licensed under the Redis Source Available License (RSALv2), as described below, and the [Server Side Public License](#) (SSPL). For information about licensing per version, see [Versions and licenses](#).

📄 Edit this page

📄 Create an issue

On This Page

Licences:

Three clause BSD license

REDIS SOURCE AVAILABLE LICENSE (RSAL) 2.0

Third-party files and licenses

<https://redis.io/docs/about/license/>

1. **BSD-like / AGPL-3.0-like**

2. Not Open Source, **Source Available**

3. may not make the functionality of the Software or a Modified version available to third parties / If you **make the functionality of the Program or a modified version available to third parties** as a service, you must **make the Service Source Code available** via network download to everyone at no charge

RSALv2, SSPL

1. **RSALv2** 明白要求，不能就 **RSALv2** 授權軟體對第三方提供服務

2. **SSPL** 不直接禁止對第三方提供服務，然一旦提供服務後所有相關程式源碼必須網路提供給所有人 (**everyone**)。

RSALv2, SSPL

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

開源授權相關爭議案例更新

商務使用**開源軟體**的義務與權利

義務

- 1 、做好相關標示 **Copyright Notice + Disclaimer**
- 2 、提供相對應必要源碼 **Corresponding Source**

權利

- 3 、之後，就能做幾乎**任何事情**

商務使用開源軟體的義務與權利

義務

~~1 、 做好相關標示 Copyright Notice + Disclaimer~~

~~2 、 提供相對應必要源碼 Corresponding Source~~

權利

3 、 之後，就能做幾乎任何事情

該列清單未列

顯名聲明沒有去尊重

**Copyright Notice +
Disclaimer**

開源軟體清單

示範例

(Example for the FOSS list)

Project Name: [spring-ldap-core](#)

URL: <https://mvnrepository.com/artifact/org.springframework.ldap/spring-ldap/2.3.2.RELEASE>

Version: [2.3.2.RELEASE](#)

License Full name: [Apache License 2.0](#)

SPDX Identifier: [Apache-2.0](#)

Copyright Notice: [Copyright 2005-2013 the original author or authors.](#)

Disclaimer:

[Unless required by applicable law or agreed to in writing,](#)

[In no event and under no legal theory,](#)

Notes: [The full attribution to the original author or authors shall be getting access by the "@author" tag in the Source Files.](#)

供應鏈軟體清單 (SBOM Represented in **SPDX**)

- 1、作者名稱 (Author Name) : [Apache Software Foundation](#)
- 2、供應商名稱 (Supplier Name) : [Apache Software Foundation](#)
- 3、元件名稱 (Component Name) : [apache_httpd](#)
- 4、版本訊息 (Version String) : [1.3.26](#)
- 5、元件機讀辨識碼 (Component Hash) :
[MD5 2973db71f0c4b4ccb35336152dda0b30](#)
- 6、唯一識別碼 (Unique Identifier) : [httpd@1.3.26](#)
- 7、與其他元件的關係 (Relationship) :
[openssl/openssl@0.9.8a PREREQUISITE_OF apache/httpd@1.3.26](#)

對應程式源碼

Corresponding Source

沒給或不給

**Corresponding
Source**

1 著作權聲明

2 免責聲明

3 授權條款全文

4 程式（檔案）修改註記

5 配合各別授權條款要求的源碼

iText & QT --

Copyright or Copywrong? Copyleft or Copytroll?

v.20240802

台灣開源法律網絡共同創辦人 , Co-founder @ Open Source Legal Network Taiwan

鈞理知識產權事務所法制顧問 , Legal Adviser @ Gemly Int' l IPR Office

林誠夏 / Lucien Cheng-hsia Lin

Email: lucien.cc@gmail.com

LinkedIn: <https://tw.linkedin.com/in/lucienchlin>

COSCUP2024- 開放授權的克萊兜史夠普 / Open Licensing Kaleidoscope

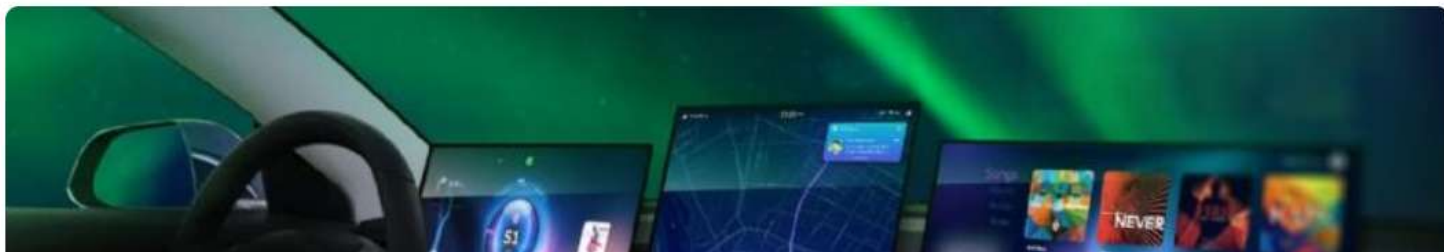
2024.08.03

https://github.com/lucienchlin/slides/blob/main/2024/20240803-COSCUP2024-iText_and_QT-Copyright_or_Copywrong_Copyleft_or_Copytroll.pdf

Qt

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



https://www.digitimes.com.tw/tech/dt/n/shwnws.asp?id=0000652843_AIA7FSRE5TRVEZ22UZ7W3

Qt Group在台設立聯 × +

← → ↻ 家 https://www.digitimes.com.tw/tech/dt/n/shwnws.asp?id=0000652843_AIA7FSR 200% ☆

☰ 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。



https://www.digitimes.com.tw/tech/dt/n/shwnws.asp?id=0000652843_AIA7FSRE5TRVEZ22UZ7W3

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



- d) Do one of the following:
 - 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
 - 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.
- e) 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

<https://opensource.org/license/lgpl-3-0>

0) **Convey the Minimal Corresponding Source** under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, **in the manner specified by section 6 of the GNU GPL** for conveying Corresponding Source.

燒出去、

寫下來、傳出去、

放下來、丟出去

LGPL 不能被閉鎖在私有的產品裡

- 0. LGPL-ed softwares can NOT be caged.
- 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

概覽 Firefox 網路瀏覽器 6月23日 19:09

How-to-correctly-understand

https://lucienchlin.github.io/2024-06-10-How-to-correctly-understand-the-unique-defined-terms-of-iTextSharp's-AGPL-3.0-license

Lu-six Person's Notes ABOUT ME RESOURCES AUTHOR'S HOME

How-to-correctly-understand-the-unique-defined-terms-of-iTextSharp's-AGPL-3.0-license

如何正確理解iTextSharp獨具一格的AGPL-3.0

Posted on June 10, 2024

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

除非公司或組織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

因為

1. AGPL-3.0 被加料過

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

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

Additional Terms

Additional Permissions

Additional Restrictions

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License.

Work 是 Work

Output 是 Output

The **output** from running a covered work is covered by this License **only if** the output, given its **content**, **constitutes a covered work.**

AGPL-3.0 開啟雲端拘束

if you **modify the Program**

4. 建立開源導入政策書

以完善管理政策

商業開源管理的要點與標準

1. 政策書 FOSS Policy

涉及軟體開發、採購人員皆應遵守

2. 教範書 Curriculum

定期檢驗軟體相關人員開源知識

3. 應備流程

當開源授權問題被回報時得啟動稽核與處理流程

開源軟體應進行適度**管理**

1. 全然開放

註明出處各類開源皆可使用

2. 全然不開放

僅 **BSD** 類授權開源軟體可以使用

3. 部份開放

區隔判斷 (**拒絕清單** / **容許清單**)

CATEGORY A: WHAT CAN WE INCLUDE IN AN ASF PROJECT?

For inclusion in an Apache Software Foundation product, we consider the following licenses to be similar in terms to the Apache License 2.0:

- Apache License 2.0
- Apache Software License 1.1. Including variants:
 - PHP License 3.01
 - MX4J License
- BSD (without advertising clause). Including variants:
 - BSD 2-clause
 - BSD 3-clause
 - DOM4J License
 - PostgreSQL License
 - Eclipse Distribution License 1.0
- MIT/X11
 - ISC
 - Standard ML of New Jersey
 - Cup Parser Generator
- ICU
- University of Illinois/NCSA
- W3C Software License
- W3C Community Contributor License Agreement - if at least 45 days after publication
- X.Net

<https://www.apache.org/legal/resolved.html#category-a>



About

Members

Join

News

Resources

Blog

Projects

About COVESA

Board and Officers

FAQ

Contact

About COVESA

Accelerating the future of connected vehicles

COVESA is an open, collaborative and impactful technology alliance; accelerating the full potential of connected vehicles.

Working together, we are a force-multiplier, creating a more diverse, sustainable and integrated mobility ecosystem.

Our Purpose

The Connected Vehicle Systems Alliance (COVESA), **formerly known as the GENIVI Alliance**, is a global, member-driven alliance focused on the development of open standards and technologies that accelerate innovation for connected vehicle systems, resulting in a more diverse, sustainable and integrated mobility

<http://covesa.global/>

Public_Policy_for_GEN x GENIVI Alliance Past a x +

https://docs.projects.genivi.org/License/Public_Policy_for_GENIVI_Licensing_and_Copyright_version_2.0.pdf

1 頁, 共 15 頁

200%

Content

1	Introduction	2
1.1	Scope	2
1.2	Definitions	2
1.3	Disclaimer	2
2	License Classifications	3
2.1	Green-light Licenses.....	3
2.1.1	Green-light Licenses for Code Artifacts.....	3
2.1.2	Green-light Licenses for Documentation Artifacts	5
2.2	Red-light Licenses	5
2.2.1	Red-light Licenses for Code Artifacts	5
2.3	Orange-light Licenses.....	6
2.3.1	Orange-light Licenses for Code Artifacts.....	6
2.3.2	Orange-light Licenses for Documentation Artifacts	8
3	Licenses and Copyright for GENIVI Hosted Code.....	9
3.1	Default License.....	9
3.1.1	Default License for Code Artifacts.....	9
3.1.2	Default License for Documentation Artifacts	9

https://docs.projects.genivi.org/License/Public_Policy_for_GENIVI_Licensing_and_Copyright_version_2.0.pdf#["num":22,"gen":0,{"name":"XYZ"},68,406,0]

Provided under CC BY-NC 4.0 at:

https://docs.projects.genivi.org/License/Public_Policy_for_GENIVI_Licensing_and_Copyright_version_2.0.pdf

拒絕清單的展示列表？

The sample of **Rejected List**

Appendix II of the FOSS Policy: Rejected List

Cloud-based Copyleft Software

GNU Affero General Public License v3.0

Rationale:xxxxxxxxx.

Open Software License v. 3.0

Rationale:xxxxxxxxx.

.....,

SISSL

Rationale:xxxxxxxxx.

The Sleepycat License

Rationale:xxxxxxxxx.

Common Public Attribution License Version 1.0

Rationale:xxxxxxxxx.

Server Side Public License

Rationale:xxxxxxxxx.

Common Clause License Condition v1.0

Rationale:xxxxxxxxx.

Any Non-Commercial licenses

Rationale:xxxxxxxxx.



The 'restricted' licenses ↗

The 'restricted' licenses are the primary reason for the creation of this project. Licenses in this category require mandatory source distribution (including Google source code) if Google ships a product that includes third-party code protected by such a license. Also, any use of source code under licenses of this type in a Google product will "taint" Google source code with the restricted license. Third-party software made available under one of these licenses must not be part of Google products that are delivered to outside customers. Such prohibited distribution methods include 'client' (downloadable Google client software) and 'embedded' (such as software used inside the Google Search Appliance).

- *BCL*
- *CERN Open Hardware License 2 - Strongly Reciprocal Variant*
- [Creative Commons "Attribution-ShareAlike" \(CC BY-SA\)](#)
- [GNU Classpath's GPL + exception](#)
- [GNU GPL v1, v2, v3](#)
- [GNU LGPL v2, v2.1, v3](#) (though marked as restricted, LGPL-licensed components can be used without observing all of the restricted-type requirements if the component is [dynamically-linked](#)).

The 'reciprocal' licenses ↗

The 'reciprocal' licenses apply the same permissions and limitations set by the Restricted category of licenses, but with one important exception. The obligation to make source code available to recipients of software that depends on a Reciprocally-licensed library only extends to the contents of the library itself, together with any additions to or modifications of that individual library. Unlike GPL and other Restricted licenses, the other components of the software depending on the Reciprocal library do not need to have their source released under the corresponding reciprocal license.

- *CERN Open Hardware License 1.2*
- *CERN Open Hardware License 2 - Weakly Reciprocal Variant*
- Common Development and Distribution License [CDDL 1.0](#), [CDDL 1.1](#)
- *CeCILL-C License*
- [CPL 1.0](#)
- [EPL 1.0](#) and [EPL 2.0](#) (Eclipse Public License)
- [IPL 1.0](#) (IBM Public License)

The 'notice' licenses ↗

The 'notice' licenses contain few restrictions, allowing original or modified third-party software to be shipped in any Google product without endangering or encumbering Google source code. All of the licenses in this category do, however, have an "original Copyright notice" or "advertising clause", wherein any external distributions must include the notice or clause specified in the license.

- Academic Free License: [AFL 2.1](#) and [AFL 3.0](#)
- Academy of Motion Picture Arts and Sciences BSD or [A.M.P.A.S](#)
- [Apache License 2.0](#)
- [Artistic License 1.0](#) and [Artistic License 2.0](#)
- [ASL 1.1](#) (Apache Software License 1.1)
- [Autodesk DWF Toolkit](#)
- [Beerware License](#)
- [Boost Software License](#)
- [BSD](#) (occasionally referred to as the "University of California" license)

- ▶ Creating
- ▼ Using
 - ▶ Third-party
 - What is a license?
 - Open Source Casebook
 - AGPL Policy
- ▶ Growing

Google Open Source > Documentation > Reference

這對你有幫助嗎？  

AGPL Policy

WARNING: Code licensed under the GNU Affero General Public License ([AGPL](#)) MUST NOT be used at Google.

The license places restrictions on software used over a network which are extremely difficult for Google to comply with. Using AGPL software requires that anything it links to must also be licensed under the AGPL. Even if you think you aren't linking to anything important, it still presents a huge risk to Google because of how integrated much of our code is. **The risks heavily outweigh the benefits.**

The primary risk presented by AGPL is that any product or service that depends on AGPL-licensed code, or includes anything copied or derived from AGPL-licensed code, may be subject to the virality of the AGPL license. This viral effect requires that the complete corresponding source code of the product or service be released to the world under the AGPL license. This is triggered if the product or service can be accessed over a remote network interface, so it does not even require that the product or service is actually distributed. Because Google's core products are services that users interact with over a remote network interface (Search, Gmail, Maps, YouTube), the consequences of an engineer accidentally depending on AGPL for one of these services are so great that we maintain an aggressively-broad ban on all AGPL software to doubly-ensure that AGPL could never be incorporated in these services in any manner.

- Do not attempt to check AGPL-licensed code into google3 or use it in a Google product in any way.

<https://opensource.google/documentation/reference/using/agpl-policy>

5. 開源管理辦公室

的職掌與運作模式

☰ Open Source Program Office

🌐 1 language ▼

Article [Talk](#)

[Read](#) [Edit](#) [View history](#) [Tools](#) ▼

From Wikipedia, the free encyclopedia

An **Open Source Program Office** (OSPO) is a physical or virtual [department](#) formed by [subject-matter experts](#) involved in [free-](#) and [open software](#) and [open standards](#) management and operations in the organization.

Details [\[edit \]](#)

OSPOs are supported by numerous companies such as [Yahoo!](#),^[1] [Goldman Sachs](#),^[2] [Bloomberg L.P.](#), [Comcast](#) or [Porsche](#),^[3] universities like [Trinity College Dublin](#)^[4] or the [Johns Hopkins University](#).^[5]


The tasks of an OSPO include:

- [Advocacy](#) for free software within the organization.^{[6][3]}


https://en.wikipedia.org/wiki/Open_Source_Program_Office

A Deep Dive into Open Source Program Offices: Structure, Roles, Responsibilities, and Challenges

Meet us at Open Source In Finance Forum · Sep 30 - Oct 1 · New York City [REGISTER TODAY](#) [ENGLISH](#) [Sign In](#)

 [JOIN](#)

[DOWNLOAD REPORT](#)



<https://www.linuxfoundation.org/research/a-deep-dive-into-open-source-program-offices>

開源授權之爭

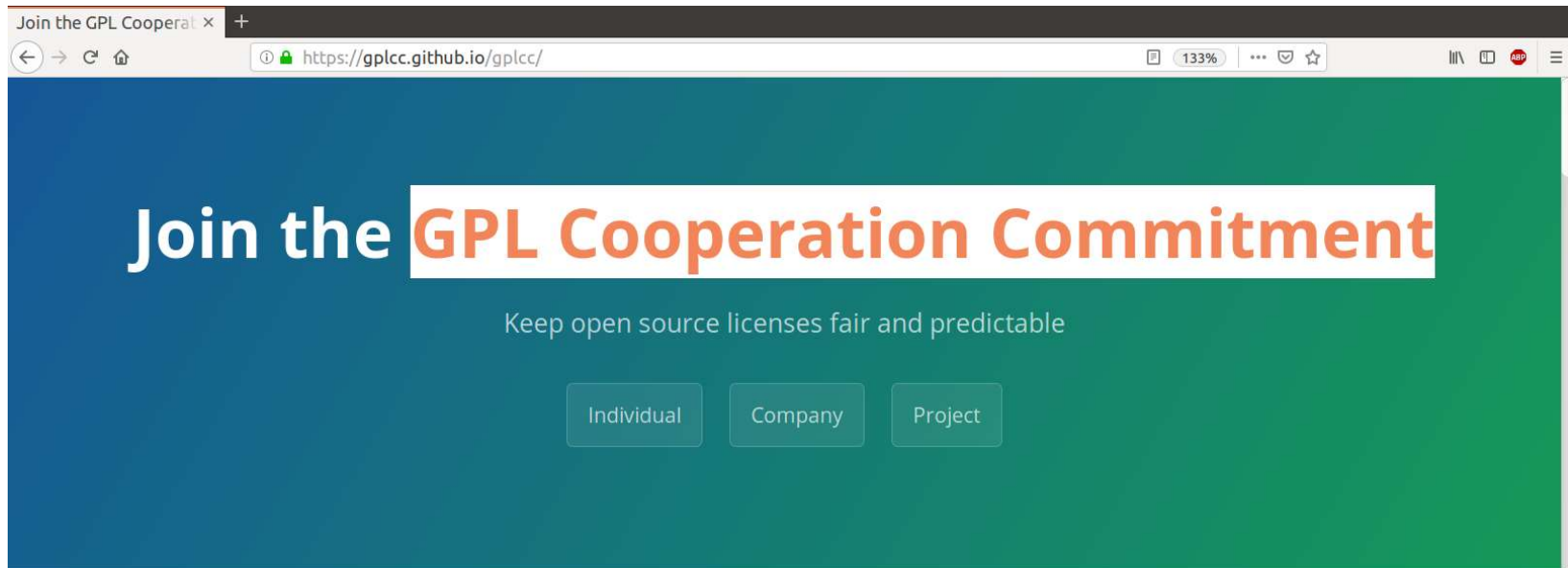
當以開源授權來解

License Steward

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

GPL-2.0 → GPL-3.0/AGPL-3.0

- 1、用字通俗化
- 2、軟體專利授權與抑制
- 3、自動復權機制
- 4、額外添附條款
- 5、TiVo 反制條款



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 合作承諾

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

GPL3/AGPL3/LGPL3-- 自動復權機制

1. 自行修復 provisionally

2.+1. 沒被為難 60days--permanently

3. 正式對決 30days—permanently--the first time you have received notice of violation of this License (for any work) from that copyright holder

legal:legal:openfou x +

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 170% ... ☆ 登入

OpenFoundry_Reloaded

搜尋

最近更新 多媒體管理器 網站地圖

足跡: · openfoundrynews · start · openfoundrylegal · 2014-09-30-降低開源授權爭訟風險的三大要點

legal:legal:openfoundrylegal:2014-09-30-降低開源授權爭訟風險的三大要點

2014-09-30-降低開源授權爭訟風險的三大要點

2014 (CC) 林誠夏、葛冬梅, CC BY-NC-ND 2.5 TW.

近十年來，自由開源授權軟體元件 (Free and Open Source Software, FOSS) 被大舉運用到商業應用的環境裡，然而，FOSS 的授權規則，亦相當程度賦含了自由分享的理念，故其中不少義務性要求與條件，並不能全然依照傳統商業授權的定式與慣習來進行，而若取之為應用的商業公司過於疏忽了義務性要求方面的條件，在貢獻者與商用者立場產生嚴重期待落差時，難免會引發原始權利人出來主張其開源授權的成果遭到濫用，進而提升到法庭上授權爭訟的衝突狀態。因為如此，許多 FOSS 商業應用者無不自問：究竟應該完成哪些義務性條件的遵守，才能有效降低開源授權爭訟的相關風險？這樣的問題，多數 FOSS 的研發社群朋友，並不會給過予一個界限分明的答案，一來並非所有 FOSS 專案撰寫的程式開發者，都能清楚依據著作權法主張其權利範圍與義務要求，二來許多程式開發者，更重視的是開源取予協調 (give and take) 的尊重與感受，故其並不要想在相關議題上過於闡釋，以免對 FOSS 專案的互惠分享範圍自我設限（註一）。然而，自由開源軟體授權條款的型態甚多（註二），其相關的義務性要求亦有些許分殊，若是能有更簡便的要項能夠遵守，則亦將有助於降低開源授權爭訟的相關風險，故本文依據司法實務以及所能接觸到的和解資訊，整理以下三大要點，提綱挈領地進行資訊分享。

目錄表

- 2014-09-30-降低開源授權爭訟風險的三大要點
 - 【程式源碼的適時適當提供為第一要務】
 - 【尊重原專案的著作權利聲明】
 - 【依據條款要求提供授權條款全文並進行適當揭露】
 - 【結語】

<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

Lucien Cheng-Hsia Lin 林誠夏

E-mail: lucien.cc@gmail.com

LinkedIn: <https://tw.linkedin.com/in/lucienchlin>