

# 公眾授權條款的放寬與限縮：

## 行不行、好不好、怎麼做？

Loosening and Tightening General Public Licenses: Can We? Should We? How Do We Do It?  
v.20250808

群牧開源管理顧問有限公司 / 鈞理知識產權事務所 法制顧問

Legal Adviser @ Herding Open Source Management Consultants Ltd. & Gemly Int'l IPR Office

林誠夏 / Lucien Cheng-hsia Lin

Email: [lucien.cc@gmail.com](mailto:lucien.cc@gmail.com)

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

COSCUP x RubyConf Taiwan 2025 - Track: 開放授權的克萊兜史夠普 / Open Licensing Kaleidoscope

2025.08.09

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 / Lucien C.H. Lin

本職：

- 1、群牧開源管理顧問有限公司 / 鈞理知識產權事務所 法制顧問
- 2、CC Taiwan Chapter Lead 、台灣開源法律網絡 共同創辦人
- 3、究心公益股份有限公司獨立董事

歷任與現任：

- 1、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
- 2、臺北市政府公共參與組市政顧問

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

lucien.cc@gmail.com

# 林誠夏 / Lucien C.H. Lin

## Current Positions:

1. Legal Advisor, **Herding** Open Source Management Consultants Ltd. / **Gemly** International Patent & Trademark Office
2. Chapter Lead of Creative Commons Taiwan; Co-founder, Open Source Legal Network Taiwan
3. Independent Director, GeoThings Inc.

## Previous and Current Roles:

1. Civilian Representative Member of Government Open Data Advisory Committees for the Executive Yuan, National Development Council, Ministry of Culture, National Palace Museum, Examination Yuan, and Ministry of Civil Service.
2. Municipal Advisor, Public Participation Section, Taipei City Government

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

# 綱要

1. 公眾授權條款原則上不得增刪修改
2. 增刪修改後原則上就當其他條款
3. 爭議事件與相應的協調發展
4. 不能加嚴但可以放寬

# Outline

1. As a general rule

2. Once modified, added to, or deleted.

3. Controversial Events

4. Additional permissions may be granted.

# 開源協作建立在普遍共識上

**Open source collaboration is built on general consensus**

## 源碼可及解釋權集中於釋出者

**Source Available / Shareware:**

The right to access and interpret the licensing terms is concentrated with the licensor.

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,Academic Free License 3.0 (AFL-3.0) ,Adaptive Public License (APL-1.0) ,Apache Software License 1.1 (Apache-1.1) (superseded) ,Apache License 2.0 (Apache-2.0) ,Apple Public Source License (APSL-2.0) ,Artistic license 1.0 (Artistic-1.0) (superseded) ,Artistic License 2.0 (Artistic-2.0) ,Attribution Assurance License (AAL) ,Boost Software License (BSL-1.0) ,3-clause BSD License ,2-clause BSD License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) ,Fameworkx License (Fameworkx-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 (NPOSIL-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)

工研院生醫專案

ITRI Biomedical Project

網爆事件側錄觀察

Observations on the Viral Online Dispute

更新授權條款，明確定義受限方及其禁止行為，並新增版權歷史聲明及貢獻處理條款

https://github.com/ITRI-BDL-D/MOHW\_TWCoreIG/commit/0e1a91bda852f5c0e0412d1c782605e32b4466f7

The screenshot shows a GitHub commit page for the repository 'ITRI-BDL-D / MOHW\_TWCoreIG'. The commit hash is '0e1a91bda852f5c0e0412d1c782605e32b4466f7'. The commit message is: '更新授權條款，明確定義受限方及其禁止行為，並新增版權歷史聲明及貢獻處理條款'. The commit was authored by 'legalibtdrlid' and committed by 'edwardlo12' 4 days ago. It has 3 issues, 1 pull request, and 1 parent commit '812fad5'. The commit details show 1 file changed, specifically the 'LICENSE' file, with 32 additions and 7 deletions. The code diff shows the addition of a new section to the LICENSE file.

## Commit 0e1a91b

[Browse files](#)

**legalibtdrlid** authored and **edwardlo12** committed 4 days ago

更新授權條款，明確定義受限方及其禁止行為，並新增版權歷史聲明及貢獻處理條款

master (#40)

1 parent [812fad5](#) commit 0e1a91b

Filter files... 8

1 file changed +32 -7 lines changed

LICENSE ... +32 -7 ...

... @@ -1,6 +1,6 @@

This part of the screenshot shows the detailed view of the 'LICENSE' file change. It indicates 32 additions and 7 deletions. The code diff shows the insertion of a new section into the LICENSE file. The interface includes a 'Filter files...' dropdown, a star count of 8, and a 'Search within code' field.

[https://github.com/ITRI-BDL-D/MOHW\\_TWCoreIG/commit/0e1a91bda852f5c0e0412d1c782605e32b4466f7](https://github.com/ITRI-BDL-D/MOHW_TWCoreIG/commit/0e1a91bda852f5c0e0412d1c782605e32b4466f7)

更新授權條款，明確定

https://github.com/ITRI-BDL-D/MOHW\_TWCoreIG/commit/0e1a91bda852f5c0e0412d1c782605e32b4466f

1 file changed +32 -7 lines changed

LICENSE 8

23 + ## Additional Restriction Clause

24 24

25 - Additional Clause

25 + Based on commercial and technical security considerations, the following entities  
(hereinafter referred to as the "Restricted Parties") are expressly prohibited from using  
this project:

26 26

27 - Sitatech Information Services Co., Ltd. and Lorex L. Yang (hereinafter referred to as the  
"Restricted Parties") are expressly and unconditionally prohibited from using, modifying,  
distributing, sublicensing, or merging this project in any form, for any commercial,  
research, or other purposes.

27 + 1. Sitatech Information Services Co., Ltd.

28 + 2. Lorex L. Yang

28 29

29 - This restriction shall be legally binding and shall apply in the same jurisdiction as the  
main license terms. If any part of this clause is found to be unenforceable, the remaining  
provisions shall remain in full force and effect to the maximum extent permitted by law.

30 + The Restricted Parties are explicitly prohibited from engaging in the following

[https://github.com/ITRI-BDL-D/MOHW\\_TWCoreIG/commit/0e1a91bda852f5c0e0412d1c782605e32b4466f](https://github.com/ITRI-BDL-D/MOHW_TWCoreIG/commit/0e1a91bda852f5c0e0412d1c782605e32b4466f)

# MIT 授權的專案、可以限定特 定自然人和法人不得使用嗎？

Can a project under the MIT License prohibit certain  
individuals or legal entities from using it?

Tool | 臺灣醫療資訊

https://web.archive.org/web/20250314130852/https://medstandard.mohw.gov.tw/fhir/tool

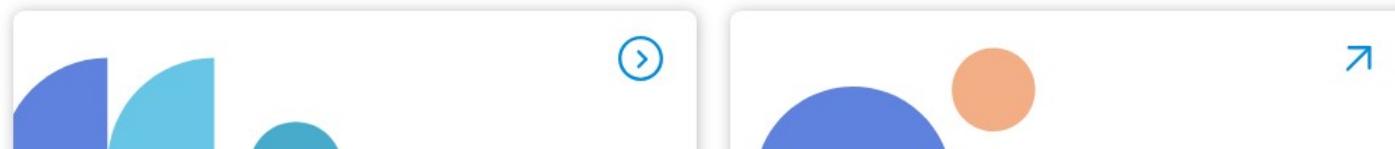
INTERNET ARCHIVE WayBack Machine 1 capture 14 Mar 2025

FEB MAR APR 14 2025 2026 About this capture

# FHIR 相關工具

本區塊提供FHIR應用開發可以使用之公開資源包含：

- FHIR公開伺服器
- FHIR公開驗證器
- FHIR工具鍊
- FHIR轉換器等



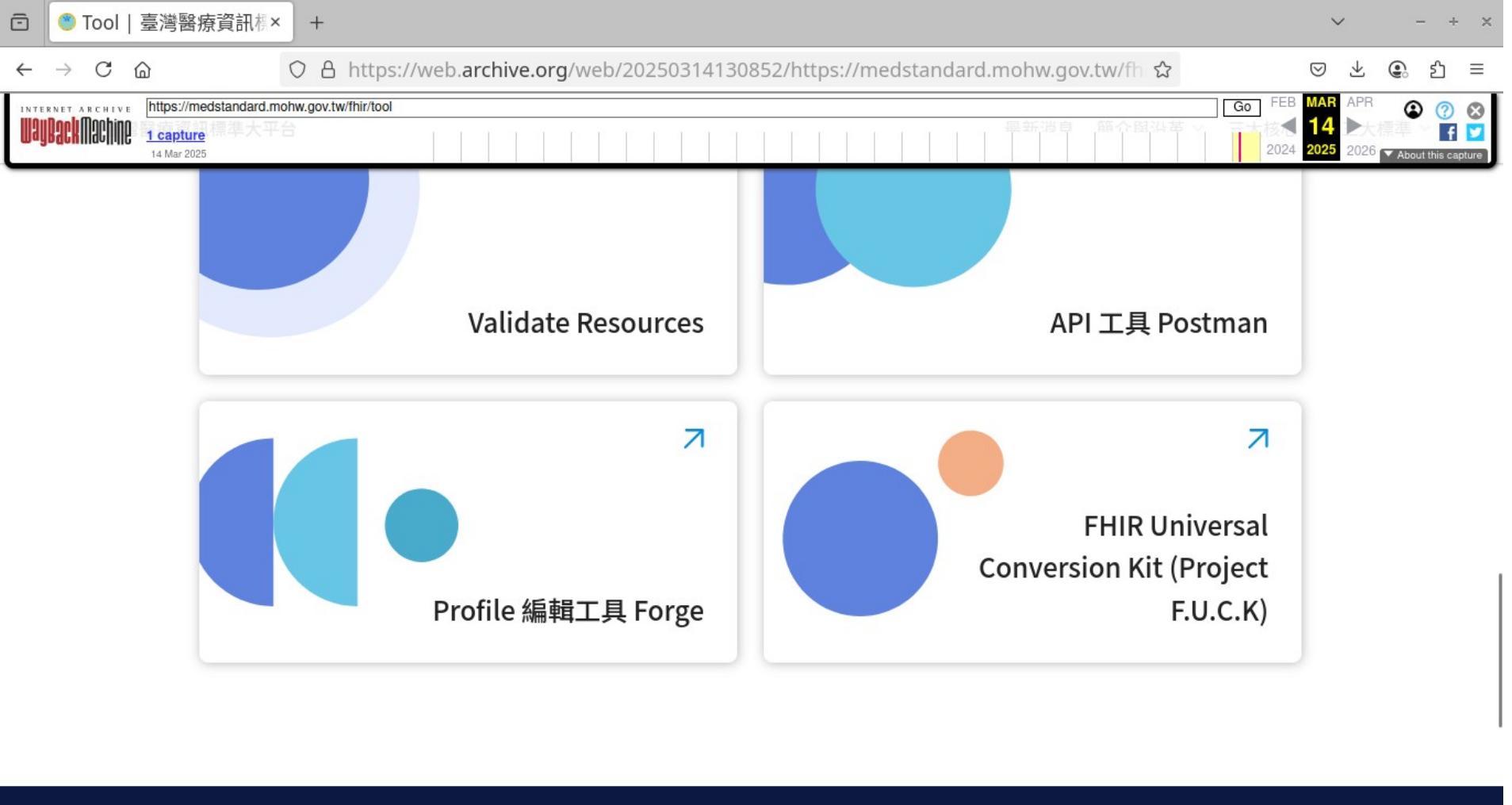
<https://web.archive.org/web/20250314130852/https://medstandard.mohw.gov.tw/fhir/tool>

Tool | 臺灣醫療資訊

https://web.archive.org/web/20250314130852/https://medstandard.mohw.gov.tw/fhir/tool

INTERNET ARCHIVE Wayback Machine https://medstandard.mohw.gov.tw/fhir/tool 1 capture 14 Mar 2025

FEB MAR APR 14 2025 2024 2026 About this capture



Validate Resources

API 工具 Postman

Profile 編輯工具 Forge

FHIR Universal Conversion Kit (Project F.U.C.K)

<https://web.archive.org/web/20250314130852/https://medstandard.mohw.gov.tw/fhir/tool>

FHIR-Universal-Conv x +

https://github.com/Lorex/FHIR-Universal-Conversion-Kit/blob/main/LICENSE 120% ☆

Product Solutions Resources Open Source Enterprise Pricing Sign in Sign up

Lorex / FHIR-Universal-Conversion-Kit Public Notifications Fork 6 Star 43

Code Issues Pull requests Actions Projects Security Insights

Files main Go to file

FHIR-Universal-Conversion-Kit / LICENSE

Lorex 更新附加條款，明確制定依據與解除要件。 1c20981 · 3 days ago History

Code Blame 521 lines (400 loc) · 36.7 KB Raw

```
1 The following terms are applicable to individuals who are not situated within the jurisdiction o
2
3 Attribution-NonCommercial-ShareAlike 4.0 International
4 =====
5
6
7 Creative Commons Corporation ("Creative Commons") is not a law firm and
8 does not provide legal services or legal advice. Distribution of
9 Creative Commons public licenses does not create a lawyer-client or
```

<https://github.com/Lorex/FHIR-Universal-Conversion-Kit/blob/main/LICENSE>

FHIR-Universal-Conv x +

https://github.com/Lorex/FHIR-Universal-Conversion-Kit/blob/main/LICENSE 120% ☆

Files main Go to file

api\_server config config\_builder example src .gitignore .npmignore LICENSE README.md README\_zh-TW.md fuck-logo.png index.js

## FHIR-Universal-Conversion-Kit / LICENSE

Code Blame 521 lines (400 loc) · 36.7 KB Raw

503 7. 終止條款  
504  
505 若您違反本授權條款，本授權條款及其所授與之權利將自動終止。但依據本授權條款，而向您取得改用作品或彙編之個人或單  
506 除前述條款及條件另有規定外，在本著作著作權存續期間內，此處之授權係屬永久。但授權人保留依不同授權條款釋出本著作  
507  
508 8. 其他事項  
509  
510 當您散布或公開演播本著作或彙編時，授權人以相同於本授權條款所授與您的條款及條件，授權予接受者對本著作的權利。  
511 當您散布或公開演播本著作之改用作品時，授權人以相同於本授權條款所授與您的條款及條件，授權予接受者對本著作的權利。  
512 若本授權條款之任何條文依相關法律係屬無效或無法執行，其餘條款之有效性或可執行性不受影響，此類條文應在使其有效及  
513 除非系爭當事人書面同意並簽名，本授權條款之任何條款或條文，皆不得被視為拋棄，及被視為是不違反的協議。  
514 本授權條款構成當事人關於授權本著作之全部協議。除此之外，並不存在任何有關本著作之認知、協議或表示。授權人不受任  
515  
516 9. 附加條款  
517  
518 基於授權條款違反原因，財團法人工業技術研究院（ITRI，以下簡稱「工研院」）\*\*被明確且無條件禁止\*\* 以任何形式使用  
519 本限制條款應具有法律約束力，並應適用於與主授權條款相同的司法管轄區。如本條款之任何部分被認定為不可執行，則其餘條  
520 本限制條款\*\*僅適用於工研院\*\*，不影響根據本授權條款授予其他學術機構、開發者或醫療機構的權利。  
521 本限制條款於工研院應以書面或電子方式張貼於可供不特定公眾瀏覽之空間（包含但不限於：登報、公開發布文章、於網站上公

<https://github.com/Lorex/FHIR-Universal-Conversion-Kit/blob/main/LICENSE>

**CC 授權** -CC-BY-NC-SA-4.0 的專案、可

以限定特定自然人和法人**不得**  
**使用**嗎？

Can a project under a **Creative Commons** License prohibit  
certain individuals or legal entities **from using it?**

# 1. 公眾授權條款原則上不得增刪修改

As a general rule, the terms of a Public License shall not be modified, added to, or deleted.

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

**不得增添條款本身所無之限制**

## *10. Automatic Licensing of Downstream Recipients.*

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An “entity transaction” is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a <https://www.gnu.org/licenses/gpl-3.0.en.html>)



## 3. Responsibilities

### 3.1. Distribution of Source Form

All distribution of Covered Software in Source Code Form, including any Modifications that You create or to which You contribute, must be under the terms of this License. You must inform recipients that the Source Code Form of the Covered Software is governed by the terms of this License, and how they can obtain a copy of this License. You may not attempt to alter or restrict the recipients' rights in the Source Code Form.

<https://opensource.org/license/mpl-2-0>



open source  
initiative®



MENU

incidental and consequential damages, such as lost profits;

- iii) does not attempt to limit or alter the recipients' rights in the Source Code under section 3.2; and
  
- iv) requires any subsequent distribution of the Program by any party to be under a license that satisfies the requirements of this section 3.

A. Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.

B. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.

6. No endorsement. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed

# 公眾授權條款 General Public License

1、對公眾皆可適用、永久有效

Applicable to the general public and valid in perpetuity

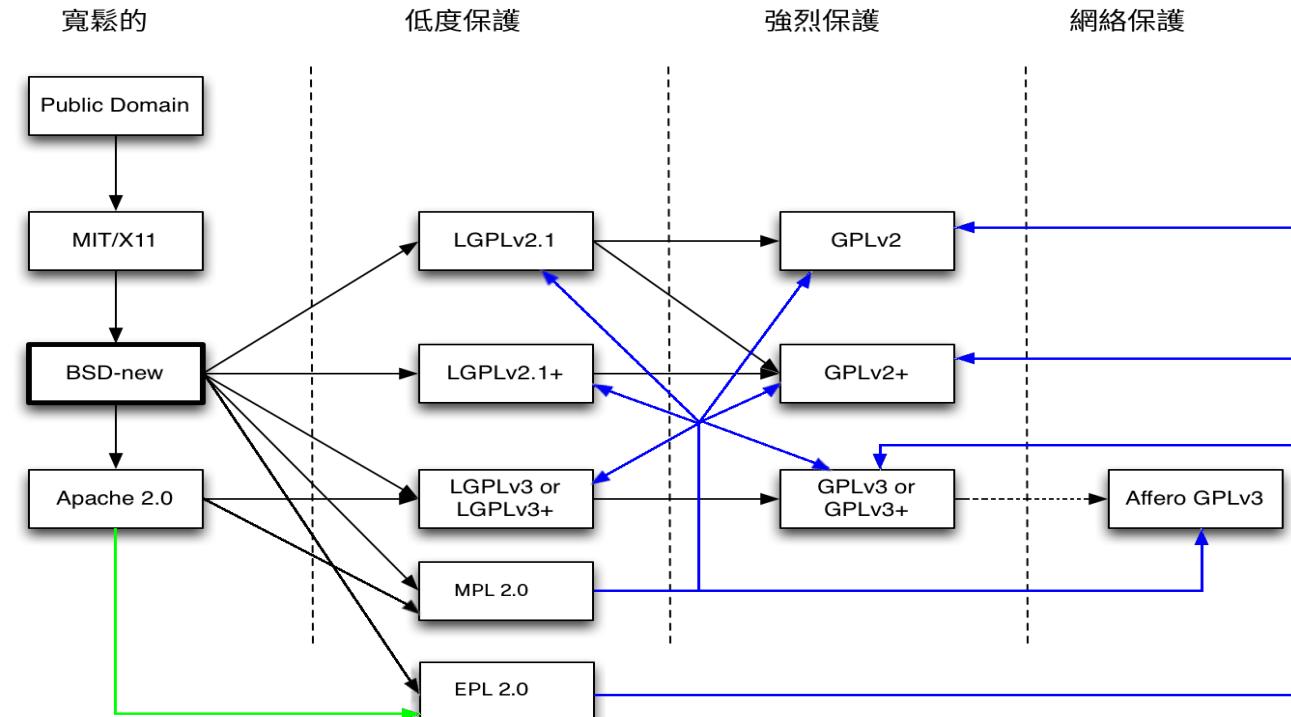
2、規則一致、條件一致

Uniform rules and consistent conditions apply

3、原則上沒有增刪修改異動相關內容的機會

In principle, no modifications, additions, or deletions to the license terms are permitted

## 自由開源軟體授權相容圖



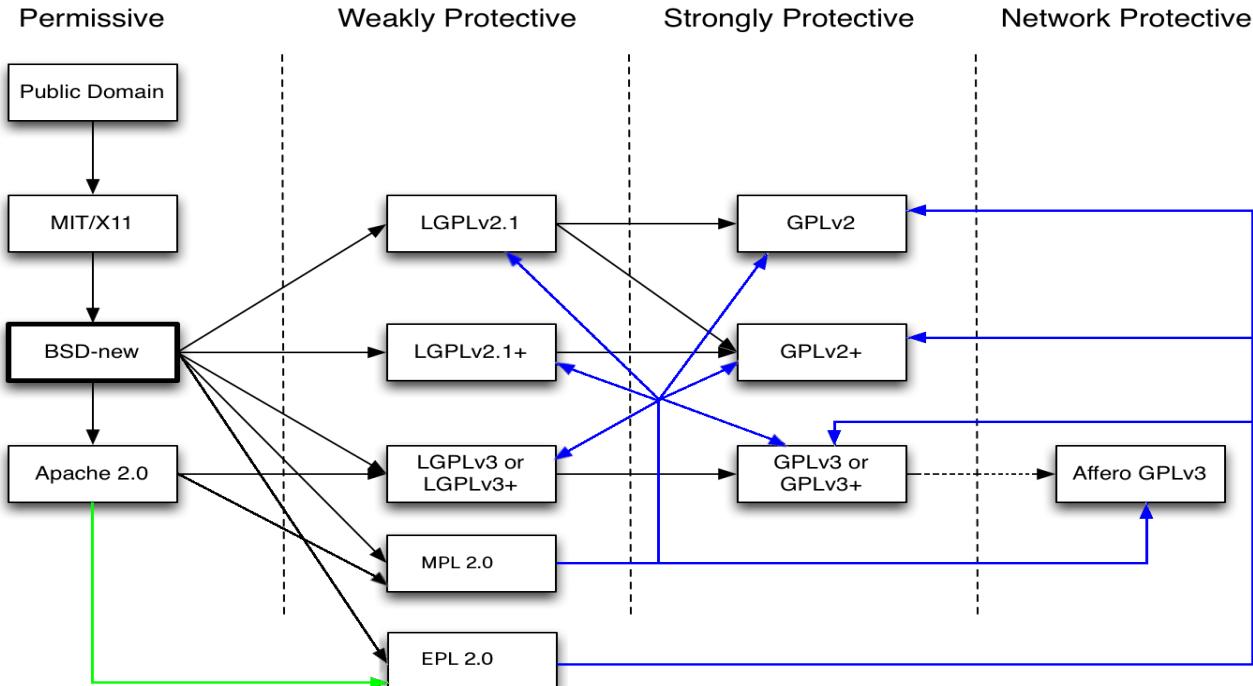
要查看軟體是否能夠結合，請從個別的授權條款開始並找到一個可以通過該許可證的箭頭到達的方框。其他(相容)的可能性是存在的，如果您僅是使用軟體作為函式庫，或是援引特定項目根據具體情況而得採的例外條件。虛線表示兩者之間應援引授權條款的特殊相容機制，綠線表示“無已知相容限制”，但相容性並未經授權條款發布機構正式驗證，藍線表示「輔助條款(Secondary License)」機制應在個案被啟動才符合相容性。

這張圖表由林誠夏(Lucien C.H. Lin)中譯自於David Wheeler的原創作品及HHMI(Janelia Farm FlyEM Project)的衍生作品，它可以在CC授權姓名標示-相同方式分享3.0未本地化版本授權(CC BY-SA 3.0)下被改作。

<http://www.dwheeler.com/essays/floss-license-slide.html>

<http://janelia-flyem.github.io/licenses.html>

## Free and Open Source License Compatibility Chart



To see if software can be combined, start at their respective licenses and find a common box that can be reached by arrows from each licenses. Other possibilities exist if you are only using software as a binary or can invoke some exception provided by specific projects on a case-by-case basis. A dotted line means special compatible mechanism shall be invoked between the two licenses, a green line means "No Known Compatible Restriction" yet no official verification between the license stewards for the compatibility, and a blue line means the "Secondary License" mechasim shall be met for the compatibility.

This chart was modified by Lucien C.H. Lin from the original work of David Wheeler and derivative work of HHMI(Janelia Farm FlyEM Project). It can be modified under a Creative Commons Attribution-ShareAlike 3.0 Unported License.

<http://www.dwheeler.com/essays/floss-license-slide.html>

<http://janelia-flyem.github.io/licenses.html>

	(C) PUBLIC DOMAIN	(O) PUBLIC DOMAIN	CC BY	CC BY SA	CC BY NC	CC BY ND	CC BY NC SA	CC BY NC ND
(C) PUBLIC DOMAIN	✓	✓	✓	✓	✓	✗	✓	✗
(O) PUBLIC DOMAIN	✓	✓	✓	✓	✓	✗	✓	✗
CC BY	✓	✓	✓	✓	✓	✗	✓	✗
CC BY SA	✓	✓	✓	✓	✗	✗	✗	✗
CC BY NC	✓	✓	✓	✗	✓	✗	✓	✗
CC BY ND	✗	✗	✗	✗	✗	✗	✗	✗
CC BY NC SA	✓	✓	✓	✗	✓	✗	✓	✗
CC BY NC ND	✗	✗	✗	✗	✗	✗	✗	✗

"CC License Compatibility Chart", Created by Kennisland published under a CC0 dedication @ [wiki.creativecommons.org](http://wiki.creativecommons.org)



2022 CC0 by Ramus Lin & Lucien Lin

## 2. 增刪修改後原則上就當其他條款

Once modified, added to, or deleted, the license shall, in principle, be treated as a different set of terms.

License — Matplotlib +

matplotlib.org/stable/project/license.html 120% Choose version

Plot User Tutorials Examples Reference Contribute Releases

Choose version

Plot types User guide

Choose version

Choose version

Choose version

Choose version

Choose version



## Section Navigation

Mission Statement

History

Code of Conduct

Citing Matplotlib

**License**

Credits

Project information > License

# License

Matplotlib only uses BSD compatible code, and its license is based on the [PSF](#) license. See the Open Source Initiative [licenses page](#) for details on individual licenses. Non-BSD compatible licenses (e.g., LGPL) are acceptable in matplotlib toolkits. For a discussion of the motivations behind the licencing choice, see [Licenses for contributed code](#).

# Copyright policy

John Hunter began Matplotlib around 2003. Since shortly before his passing in 2012, Michael Droettboom has been the lead maintainer of Matplotlib, but, as has always been the case, Matplotlib is the work of many.

Prior to July of 2013 and the 1.3.0 release, the copyright of the source code was held by John Hunter. As of July

<https://matplotlib.org/stable/project/license.html>

**LINUX FOUNDATION** COLLABORATIVE PROJECTS[Home](#) » [Licenses](#)

## Python Software Foundation License 2.0

### Full name

Python Software Foundation License 2.0

### Short identifier

PSF-2.0

### Other web pages for this license

- <https://opensource.org/licenses/Python-2.0> [no longer live]
- <https://matplotlib.org/stable/project/license.html>

### Notes



**Python Software Foundation License 2.0**



**Matplotlib License**

## Can I modify the GPL and make a modified license? (#ModifyGPL)

It is possible to make modified versions of the GPL, but it tends to have practical consequences.

You can legally use the GPL terms (possibly modified) in another license provided that you call your license by another name and do not include the GPL preamble, and provided you modify the instructions-for-use at the end enough to make it clearly different in wording and not mention GNU (though the actual procedure you describe may be similar).

If you want to use our preamble in a modified license, please write to [licensing@gnu.org](mailto:licensing@gnu.org) for permission. For this purpose we would want to check the actual license requirements to see if we approve of them.

Although we will not raise legal objections to your making a modified license in this way, we hope you will think twice and not do it. Such a modified license is almost certainly incompatible with the GNU GPL, and that incompatibility blocks useful

<https://www.gnu.org/licenses/gpl-faq.en.html#ModifyGPL>

## About Creative Commons

Creative Commons is not a party to its public licenses. Notwithstanding, Creative Commons may elect to apply one of its public licenses to material it publishes and in those instances will be considered the "Licensor." The text of the Creative Commons public licenses is dedicated to the public domain under the [CC0 Public Domain Dedication](#). Except for the limited purpose of indicating that material is shared under a Creative Commons public license or as otherwise permitted by the Creative Commons policies published at [creativecommons.org/policies](#), Creative Commons does not authorize the use of the trademark "Creative Commons" or any other trademark or logo of Creative Commons without its prior written consent including, without limitation, in connection with any unauthorized modifications to any of its public licenses or any other arrangements, understandings, or agreements concerning use of licensed material. For the avoidance of doubt, this paragraph does not form part of the public licenses.

<https://creativecommons.org/licenses/by/4.0/legalcode.en>



[About](#)  
[FAQ](#)  
[Developers](#)

[wiki navigation](#)  
[Main Page](#)  
[Community portal](#)  
[Recent changes](#)  
[Random page](#)  
[Help](#)

[Tools](#)  
[What links here](#)  
[Related changes](#)  
[Special pages](#)  
[Printable version](#)  
[Permanent link](#)  
[Page information](#)

# Modifying the CC licenses

CC recognizes that we cannot control or prohibit separate agreements or understandings that involve or affect our standard licenses. After all, CC is not a party to the licenses – they are agreements between licensors and licensees. However, we have long insisted that CC trademarks and branding not be used in connection with separate agreements, understandings, and interpretations that may cause confusion for the public, or create any ambiguity in or inconsistency with the standard terms and conditions offered by a Creative Commons license.

CC's policy prohibiting use of our trademarks and branding in connection with such arrangements has been a long-standing part of our [Trademark Policy](#). This page provides additional details on the scope of the policy, as well as guidelines for proper and improper use of our trademarks and branding in connection with any such separate agreements, understandings, or modifications. Note that this policy and guidelines also apply to CC's other legal tools, such as the CC0 Public Domain Dedication.

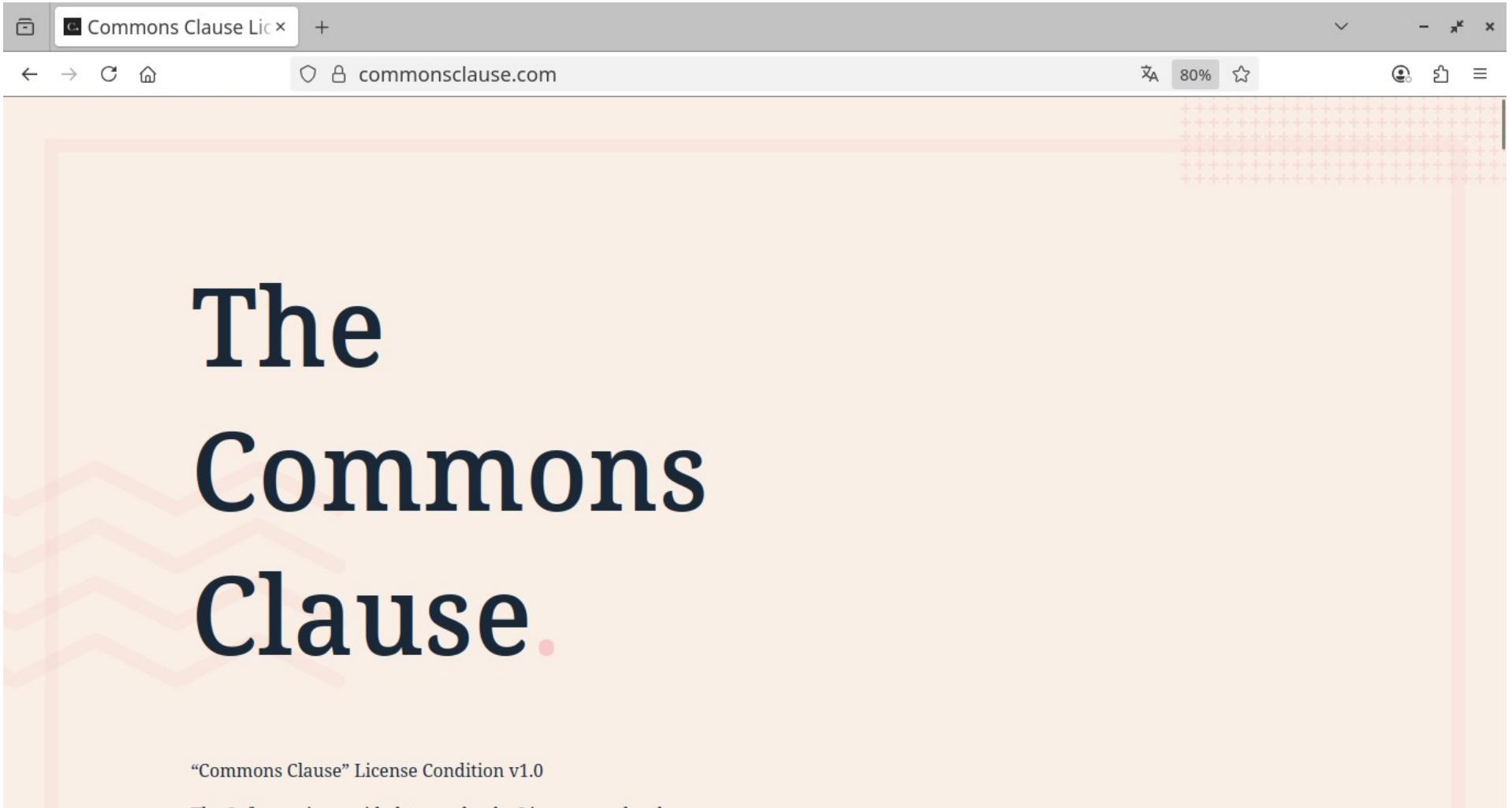
## License Modification Policy

- 1. If you make a change to the text of any CC license, you may no longer refer to it as a Creative Commons or CC license, and you must not use any CC trademarks (including the Creative Commons name) or branding in connection with the license.** (For the avoidance of doubt, this includes translations of CC licenses that have not been made and approved by CC in accordance with the [Legal Code Translation Policy](#).)
- 2. If you place any restriction on use of a CC-licensed work that has the effect of limiting or further conditioning the permissions granted to the public under the standard CC license, you must not use any CC trademarks (including the**

**provided that you call your license by  
another name and do not include the  
GPL preamble / no longer refer to it as a  
Creative Commons or CC license**

### 3. 爭議事件與相應的協調發展

Controversial Events and Corresponding Coordination and Development



<https://commonsclause.com/>

## “Commons Clause” License Condition v1.0

The Software is provided to you by the Licensor under the License, as defined below, subject to the following condition.

Without limiting other conditions in the License, the grant of rights under the License will not include, and the License does not grant to you, the right to Sell the Software.

For purposes of the foregoing, “Sell” means practicing any or all of the rights granted to you under the License to provide to third parties, for a fee or other consideration (including without limitation fees for hosting or

The screenshot shows a web browser window with the title bar "Redis Labs' Modules". The address bar contains the URL "redis.io/blog/redis-labs-modules-license-changes/". The page itself has a dark header with the "Redis" logo in red. The main content area features a large section titled "Background" in bold black font. Below it is a paragraph of text explaining the motivation behind changing the license. A yellow highlight box is drawn around the last sentence of the paragraph. In the bottom right corner of the page, there is a red circular icon with a white "r" symbol.

## Background

Early in August 2018, Redis was one of the first open source companies to realize that the current open source licensing scheme falls short when it comes to use by cloud providers. We wanted to make sure open source companies could continue to contribute to their projects, while still maintaining sustainable business in the cloud era. That's why we changed the license of our Redis Modules from AGPL to Apache2 modified with Commons Clause.

It was not an easy move for us, and we probably didn't communicate the change

<https://redis.io/blog/redis-labs-modules-license-changes/>

AUGUST 31, 2018 BY BRUCE

# Redis, The Commons Clause, and Adding Clauses To Open Source Licenses

Redis has recently created something called the “Commons Clause”, which takes the Apache license and makes it a non-Open-Source license. And they *still call it the Apache license*. This is a problem. Someone creating yet another non-Open-Source paradigm is not a problem, *if they do it correctly*.

Redis doesn’t deny that it’s not an Open Source license any longer once their clause is added.

**It's a bad idea to add any text whatsoever to an Open Source license, and still call that license by its old name. Once the Commons Clause is added, it's no longer the Apache license, and calling it so confuses people about what is Open Source and what isn't. Hopefully that's not meant deliberately. Now stop it. Take the license and the clause together, and title it the Redis license or another name of your choice**

## Search

Search

## Recent Posts

---

[How to Burglarize a Forest River Trailer](#)

---

[Mitigating Fading at the Antenna](#)

---

[About the ARRL USD\\$1 Million Ransom Payment](#)

---

[Radio Program / Podcast Friday](#)

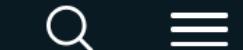
---

[Radio Antennas and Anti-Seize Compound](#)

## Recent Comments

No comments to show

# Redis



We identified three areas that needed to be addressed:

- The term *Apache2 modified by Commons Clause* caused confusion with some users, who thought they were only bound by the Apache2 terms.
  - Common Clause's language included the term "substantial" as a definition for what is and what isn't allowed. There was a lack of clarity around the meaning of this term.
  - Last but not least, some Commons Clause restrictions regarding "support" worked against our intention to help grow the ecosystem around Redis Modules.



<https://redis.io/blog/redis-labs-modules-license-changes/>

Redis Labs' Modules

redis.io/blog/redis-labs-modules-license-changes/ 170%

Redis

Search

## What is Redis Source Available License (RSAL)?

RSAL is a software license created by Redis for certain Redis Modules running on top of open source Redis. RSAL grants equivalent rights to permissive open source licenses for the vast majority of users. With RSAL, developers can use the software; modify the source code; integrate it with an application; and use, distribute or sell their application. The only restriction is that the application cannot be a database, a caching engine, a stream processing engine, a search engine, an indexing engine or an ML/DL/AI serving engine.



For additional information, please see our detailed FAQs.

<https://redis.io/blog/redis-labs-modules-license-changes/>

Licenses | Redis

redis.io/legal/licenses/ 160%

Redis

## Redis Licensing Overview

- Redis Open Source is available as both source available and OSI-compliant open source software. A user may select one of the following three license options to use Redis Open Source (starting with Redis 8) and subsequent versions: the **Redis Source Available License v2 (RSALv2)**, the Server Side Public License v1 (SSPLv1), and the GNU Affero General Public License v3 (AGPLv3).
- Redis proprietary products are closed source and require a commercial license from Redis Ltd. For information on Redis Cloud licensing, read more here. For more information on Redis Software licensing, read more here.



About RSALv2

<https://redis.io/legal/licenses/>

itextsharp/LICENSE.r  
+  
github.com/itext/itextsharp/blob/develop/LICENSE.md 110%

Files

develop Go to file

> src  
 .gitattributes  
 .gitignore  
 .mailmap  
 BUILDING.md  
 EXTRAJARS.md  
 LICENSE.md  
 README.md  
 gnu-agpl-v3.0.md  
 iTextAsian.nuspec  
 itext-hyph-xml.nuspec  
 itextsharp.nuspec  
 itextsharp.pdfa.nuspec  
 itextsharp.xmlworker.nuspec

**itextsharp / LICENSE.md**

**Preview** Code Blame 15 lines (9 loc) · 1.87 KB

**INFRINGEMENT OF THIRD PARTY RIGHTS.**

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Affero General Public License for more details. You should have received a copy of the GNU Affero General Public License along with this program; if not, see <http://www.gnu.org/licenses> or write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA, 02110-1301 USA, or download the license from the following URL:

<http://itextpdf.com/terms-of-use/>

The interactive user interfaces in modified source and object code versions of this program must display Appropriate Legal Notices, as required under Section 5 of the GNU Affero General Public License.

In accordance with Section 7(b) of the GNU Affero General Public License, a covered work must retain the producer line in every PDF that is created or manipulated using iText.

You can be released from the requirements of the license by purchasing a commercial license. Buying such a license is mandatory as soon as you develop commercial activities involving the iText software without disclosing the source code of your own applications. These activities include: offering paid services to customers as an ASP, serving PDFs on the fly in a web application, shipping iText with a closed source product.

For more information, please contact iText Software Corp. at this address: [sales@itextpdf.com](mailto:sales@itextpdf.com)

<https://github.com/itext/itextsharp/blob/develop/LICENSE.md>

Case 5:18-cv-07182-EJD Document 140 Filed 02/18/22 Page 1 of 8

(1 of 8)

Case: 21-16029, 02/18/2022, ID: 12374325, DktEntry: 45-1, Page 1 of 4

FILED

FEB 18 2022

MOLLY C. DWYER, CLERK  
U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

NEO4J, INC.; NEO4J SWEDEN AB,

No. 21-16029

Plaintiffs-counter-defendants-Appellees,

D.C. No. 5:18-cv-07182-EJD

**MEMORANDUM**

# Gource

Software Version Control Visualization  
[gource.googlecode.com/](http://gource.googlecode.com/)



Andrew Caudwell (C) 2009 - TheAlphaBlenders.Com

<https://gource.io/>

<https://youtu.be/NjUuAuBcoqs>

所以公眾授權：條款內容可以拿來改，但改過的條款必須以別的名稱流通，避免產生**獨門暗器**。Public licenses allow modifications to their terms, but any modified versions must be released under a different name to prevent confusion or the **creation of undisclosed proprietary variants.**

## 4. 不能加嚴但可以放寬

Restrictions may **not be further imposed**, but **additional permissions may be granted**.

License Exceptions | +

spdx.org/licenses/exceptions-index.html 110% ☆

LINUX FOUNDATION COLLABORATIVE PROJECTS

 **SPDX**

---

# License Exceptions

The SPDX License List includes a list of exceptions. These exceptions grant an exception to a license condition or additional permissions beyond those granted in a license; they are not stand-alone licenses. Exceptions are added to a license using the [License Expression](#) operator, "WITH".

- [SPDX License List](#)
- The [matching guidelines](#) define what constitutes a license or exception match. The license text on the HTML pages here will display omitable text in blue and replaceable text in red (see Guideline #2 for more information).
- [Explanation of fields](#) used on the SPDX License List
- [License inclusion principles](#) for adding new licenses or exceptions to the SPDX License List
- [Contribute](#) to the project or request a new license
- Use [short identifiers in your source code](#)
- [Github repo](#)
- Machine readable [data files](#) for the SPDX License List

Version: 3.27.0

License Exceptions | +

spdx.org/licenses/exceptions-index.html 110% ☆

## License Exceptions

Full name	Identifier
<a href="#">389 Directory Server Exception</a>	389-exception
<a href="#">Asterisk exception</a>	Asterisk-exception
<a href="#">Asterisk linking protocols exception</a>	Asterisk-linking-protocols-exception
<a href="#">Autoconf exception 2.0</a>	Autoconf-exception-2.0
<a href="#">Autoconf exception 3.0</a>	Autoconf-exception-3.0
<a href="#">Autoconf generic exception</a>	Autoconf-exception-generic
<a href="#">Autoconf generic exception for GPL-3.0</a>	Autoconf-exception-generic-3.0
<a href="#">Autoconf macro exception</a>	Autoconf-exception-macro
<a href="#">Bison exception 1.24</a>	Bison-exception-1.24
<a href="#">Bison exception 2.2</a>	Bison-exception-2.2
<a href="#">Bootloader Distribution Exception</a>	Bootloader-exception
<a href="#">CGAL Linking Exception</a>	CGAL-linking-exception
<a href="#">Classpath exception 2.0</a>	Classpath-exception-2.0
<a href="#">CLISP exception 2.0</a>	CLISP-exception-2.0
<a href="#">cryptsetup OpenSSL exception</a>	cryptsetup-OpenSSL-exception
<a href="#">Digia Qt LGPL Exception version 1.1</a>	Digia-Qt-LGPL-exception-1.1
<a href="#">DigiRule FOSS License Exception</a>	DigiRule-FOSS-exception
<a href="#">eCos exception 2.0</a>	eCos-exception-2.0
<a href="#">Erlang/OTP Linking Exception</a>	erlang-otp-linking-exception

<https://spdx.org/licenses/exceptions-index.html>

授權條款

**general public license**

+

→

額外允許

**additional permission**

Linux Syscall Note | × +

spdx.org/licenses/Linux-syscall-note.html 110% ☆

LINUX FOUNDATION COLLABORATIVE PROJECTS

# SPDX

[Home](#) » [Licenses](#) » [Exceptions](#)

## Linux Syscall Note

**Full name**  
Linux Syscall Note

**Short identifier**  
Linux-syscall-note

**Other web pages for this exception**

- <https://git.kernel.org/pub/scm/linux/kernel/git/torvalds/linux.git/tree/COPYING>

**Notes**

This note is used with the Linux kernel to clarify how user space API files should be treated.

<https://spdx.org/licenses/Linux-syscall-note.html>

**NOTE! This copyright does \*not\* cover user programs that use kernel services by normal system calls - this is merely considered normal use of the kernel, and does \*not\* fall under the heading of "derived work". Also note that the GPL below is copyrighted by the Free Software Foundation, but the instance of code that it refers to (the Linux kernel) is copyrighted by me and others who actually wrote it.**

**Also note that the only valid version of the GPL as far as the kernel is concerned is \_this\_ particular version of the license (ie v2, not v2.2 or v3.x or whatever), unless explicitly otherwise stated.**

**Linus Torvalds**

GCC Runtime Library x +

spdx.org/licenses/GCC-exception-2.0.html 110%

LINUX FOUNDATION COLLABORATIVE PROJECTS

# SPDX

[Home](#) » [Licenses](#) » [Exceptions](#)

## GCC Runtime Library exception 2.0

**Full name**

GCC Runtime Library exception 2.0

**Short identifier**

GCC-exception-2.0

**Other web pages for this exception**

- <https://gcc.gnu.org/git/?p=gcc.git;a=blob;f=gcc/libgcc1.c;h=762f5143fc6eed57b6797c82710f3538aa52b40b;hb=cb143a3ce4fb417c68f5fa2691a1b1b1053dfba9#l10>
- <https://sourceware.org/git/?p=glIBC.git;a=blob;f=csu/abi-note.c;h=c2ec208e94fbe91f63d3c375bd254b884695d190;hb=HEAD>

**Notes**

Typically used with ODL 0.0 or later. Sometimes also referred to as "linking exception".

<https://spdx.org/licenses/GCC-exception-2.0.html>

Classpath exception × +

spdx.org/licenses/Classpath-exception-2.0.html 110% ☆

LINUX FOUNDATION COLLABORATIVE PROJECTS

 SPDX

---

[Home](#) » [Licenses](#) » [Exceptions](#)

## Classpath exception 2.0

**Full name**

Classpath exception 2.0

**Short identifier**

Classpath-exception-2.0

**Other web pages for this exception**

- <http://www.gnu.org/software/classpath/license.html>
- [https://fedoraproject.org/wiki/Licensing/GPL\\_Classpath\\_Exception](https://fedoraproject.org/wiki/Licensing/GPL_Classpath_Exception)

**Notes**

This is an exception from the EPL for Classpath. Independent modules exception is very similar but has a concrete id due to it being used with CDDL and a different load in that

↑

<https://spdx.org/licenses/Classpath-exception-2.0.html>

← → C ⌂

https://www.gnu.org/licenses/gpl-3.0.en.html

170% ☆

✉ 🚩 🌐 🛡️

reading or copying.

## 7. Additional Terms.

“Additional permissions” are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

# 所謂公眾授權

The public licenses we love and respect:

不能加嚴、但可以放寬

They cannot be made more restrictive, but they can be loosened to reflect the individual right-holder's intent.

個人放寬個人擔、後手不要可以刪

If a right-holder chooses to relax the terms, the exceptions apply only to their own contributions. Future users are free to remove those loosened terms if they do not need the exceptions.

**Can We?**

**Should We?**

**How Do We Do It?**

# 臺灣主權 AI 訓練語料授權條款 - 第 1 版 ([AIT-Lic-Taiwan-1.0](#))

## 前言：

為促進以人為本的人工智慧（AI）研發與應用，增進公眾利益、提升在地文化價值，並促進自然語料的永續發展，特訂立本授權條款，以加速並提倡相關資料之流通。

## Taiwan Sovereign AI Training Corpus License - Version 1

### Preamble:

To promote human-centric artificial intelligence (AI) research and applications, advance the public interest, elevate local cultural values, and support the sustainable development of natural language corpora, the Taiwan Sovereign AI Training Corpus License is designed to accelerate and promote the circulation of relevant data.



Lucien Cheng-hsia Lin

5月8日 ·

...



Lucien Cheng-hsia Lin

5月9日 ·

...

雖然我也知道會議前一定會浮出一堆問題，但要一下子回應15題，還不能失了禮貌...也不能傷了皇城之內的和氣...

我要去和太太申請本日的咖啡御免額了...

XDDD

#主權AI

這授權條款對釋出者不好讀我理解，  
咦... ? 不過...其實對預設的使用者，應該是  
很好讀的？因為用的都是開源領域二十年  
積累的共識機制。

沒關係，我們來讓它變得更好讀一些！

#主權AI

## 七、與其他資料授權條款之搭配

1. 本授權條款得因應不同情境之推廣策略，經語料資料之授權人指定，**與其他資料授權條款或處分宣告搭配使用**。當與其他資料授權條款搭配使用時，本條款作為容許相關資料，得用於人工智慧訓練與後續應用之額外補充聲明。於本條款作為其他條款之額外補充聲明時，**並不增設其他條款所無之使用限制**，然當其他條款具更嚴格授權義務限制時，可**依本條款放寬之**，例如依本條款之寬鬆標準實踐標示義務。

## VII. Combined with Other Data Licenses

1. This License may, in accordance with promotional strategies under different circumstances, be designated by the Licensor of the Corpus Data for **use in conjunction with other data licenses or disposition dedications**. When used in combination with other data licenses, this License shall serve as a supplementary declaration granting additional permissions for the relevant data to be used in AI training and subsequent applications. Where this License operates as a supplementary declaration to another license, **it shall not impose any further restrictions** on the exercise of the rights granted or affirmed under that license. Instead, by providing exceptions to one or more conditions stipulated by the other license, this License **grants additional flexibility in fulfilling such conditions**—for example, by allowing attribution responsibilities to be performed in a more permissive manner, as defined by this License.

## 二、授權同意

1. 授權人依本條款提供之語料資料，授予被授權人重製、改作、編輯及其他著作權和著作相關權利上必要之使用權，**使其合法用於 AI 訓練**。此項授權不得再授權與轉讓，有效期間得由授權人或其代表人指定為特定年份或永久。
2. 被授權人依前揭訓練所得之成果，包括但不限於採學習或訓練方式，產出相應之模型、權重與生成程式碼、文件或其他型態的輸出成果，若具著作權保護要件，應歸屬於被授權人或模型操作者所有，相關產出或輸出之著作權利人，並得就該等成果後續進行完整的適法性利用。**即使原語料資料後續停止提供使用，不影響已完成之訓練成果**，包括但不限於所產出之模型、權重，以及程式碼、文件或其他型態之輸出。

## II. License Grants

1. The Corpus Data provided by the Licensor under this License grants the Licensee the rights to reproduce, adapt, compile, and exercise other necessary rights under copyright and related rights, **enabling the lawful use of such data for AI training**. This license is non-transferable and non-sublicensable, and its validity period may be specified by the Licensor or its representative as a specific number of years or in perpetuity.
2. The outcomes resulting from training as described above, including but not limited to models, weights, generated code, documentation, or other forms of output produced through learning or training, shall belong to the Licensee or the model operator if the results meet the eligibility criteria for copyright protection. The copyright holder of such outcomes shall have the right to make full and lawful use of these results. Even if the original Corpus Data is no longer available for use due to the limitation of validity periods, **it will not affect the completed training results**, including, but not limited to, the produced models, weights, generated code, documentation, and outputs in other forms.

## 七、與其他資料授權條款之搭配

5. 於本授權條款與其他資料授權條款之搭配情境，就其授權資訊之呈現，得標示本條款與所搭配之其他授權條款正式全稱，或採授權條款簡稱嵌入條款出處「統一資源識別符」（URI）或超連結方式表述之，如下列舉例：「**CC 授權 - 姓名標示 - 非商業性 + 臺灣 AI 訓練授權 -1.0**」、「**CC-BY-ND-with-Taiwan-AI-training-exception-1.0**」。

## VII. Combined with Other Data Licenses

5. When this License is used in conjunction with other data licenses, the license information may be presented either by indicating the full formal names of both this License and the other applicable license, or in abbreviated identifier form, accompanied by a Uniform Resource Identifier (URI) or hyperlink pointing to the source of each license, as illustrated in the following examples: "**Creative Commons Attribution-NonCommercial + Taiwan AI Training License-1.0**", "**CC-BY-ND-with-Taiwan-AI-training-exception-1.0**".

# **THANK YOU**

**Lucien Cheng-Hsia Lin 林誠夏**

**E-mail: [lucien.cc@gmail.com](mailto:lucien.cc@gmail.com), [contact@herdingfoss.com](mailto:contact@herdingfoss.com)**

**LinkedIn: <https://tw.linkedin.com/in/lucienclin>**