

開源軟體的商業應用及

AI 輔助開發管理

v.20241208

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林誠夏 / Lucien Cheng-hsia Lin

Email: lucien.cc@gmail.com

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

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1. 開源軟體的

授權分類及其商業模式

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。

Richard Stallman

文 A 106 languages ▾

Article Talk

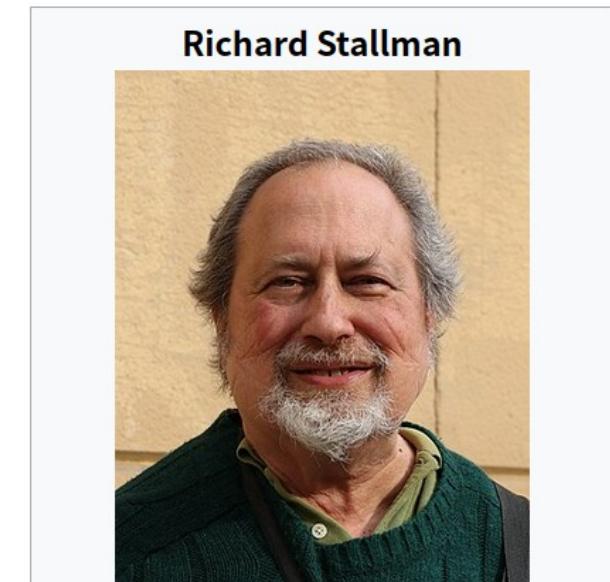
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"Stallman" redirects here. For the flutist, see [Robert Stallman](#). For the speculative fiction author, see [Robert Lester Stallman](#).

Richard Matthew Stallman (/rɪˈstɔːlmən/ *STAWL-mən*; born March 16, 1953), also known by his initials, **rms**,^[1] is an American [free software movement](#) activist and [programmer](#). He campaigns for software to be distributed in such a manner that its users have the freedom to use, study, distribute, and modify that software. Software which ensures these freedoms is termed [free software](#). Stallman launched the [GNU Project](#), founded the [Free Software Foundation](#) (FSF) in October 1985,^[2] developed the [GNU Compiler Collection](#) and [GNU Emacs](#), and wrote all versions of the [GNU General Public License](#).

Stallman launched the GNU Project in September 1983 to write a [Unix-like](#) computer [operating system](#) composed entirely of free software.^[3] With that he also launched the free software movement. He has been the GNU project's lead architect and organizer, and developed a number of pieces of widely used GNU software including among





FAIR USE @ <https://medium.com/curious-burrows/the-story-of-open-source-so-far-bfcb685d85a4>



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人類能夠理解的程式語言

後手可以窺探的程式邏輯

```

__version__ = "0.3"
__revision__ = '0.3.2'
__author__ = "Yi-Feng Tzeng"
__authorcontact__ = "yftzeng@gmail.com"
__website__ = "http://antbsd.twbbs.org"

import os, sys, re
import commands
import subprocess

def main():
    xrandr_output = map(lambda x: x.split(' ')[0] + ':' + x.split(' ')[1], commands.getoutput('xrandr').split('\n'))
    output = []
    for i in xrandr_output:
        if i == 'default:connected':
            os.system("zenity --warning --title=' 提示 '--text '此程式僅支援筆記型螢幕，並不支援桌上機型 ''")
            sys.exit()
        if i != ':' and i != 'Screen0:' and i != 'LVDS:connected':
            if i.split(':')[1] == 'connected':
                output.append(i.split(':')[0])

    mon_output = map(lambda x: x.split(' ')[0] + ':' + x.split(' ')[3], commands.getoutput('xrandr').split('\n'))
    mon = []
    for i in mon_output:
        if re.search(r'x', i):
            mon.append(i.split(':')[1])
        if re.search(r'LVDS', i):
            break

    if (len(output) == 0 or len(mon) == 0):
        os.system("zenity --warning --title=' 提示 '--text '沒有發現外接螢幕，請檢查影像連接線是否正確接上您的電腦 ''")
    else:
        str = "zenity --width=400 --height=240 --list --radiolist --title=' 切換顯示器 '--column=' 選擇 '--column=' 簡述 '--column=' 詳述 ''"
        s = 0
        cmd = {}
        for i in range(len(mon)):
            if (s == 0):
                str += "TRUE "
            else:
                str += "FALSE "
            str += "' 投影 (" + mon[i] + ")' " 使用本機與外接螢幕 (" + mon[i] + ")"
            cmd[' 投影 (' + mon[i] + ')'] = "xrandr --output LVDS --output " + output[0] + " --mode " + mon[i] + " --auto"
            s += 1
        str += "FALSE ' 本機 ' 只使用本機的螢幕 "
        cmd[' 本機 '] = "xrandr --output " + output[0] + " --off"

    fout = subprocess.Popen(str, shell=True, bufsize=0, stdin=subprocess.PIPE, stdout=subprocess.PIPE, close_fds=True)
    selected = fout.stdout.readline().strip()

    for k, v in cmd.iteritems():
        if selected == k:
            os.system(v)

if __name__ == '__main__':
    main()

```

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**做好開源管理
才有機會做好第三方軟體管理**

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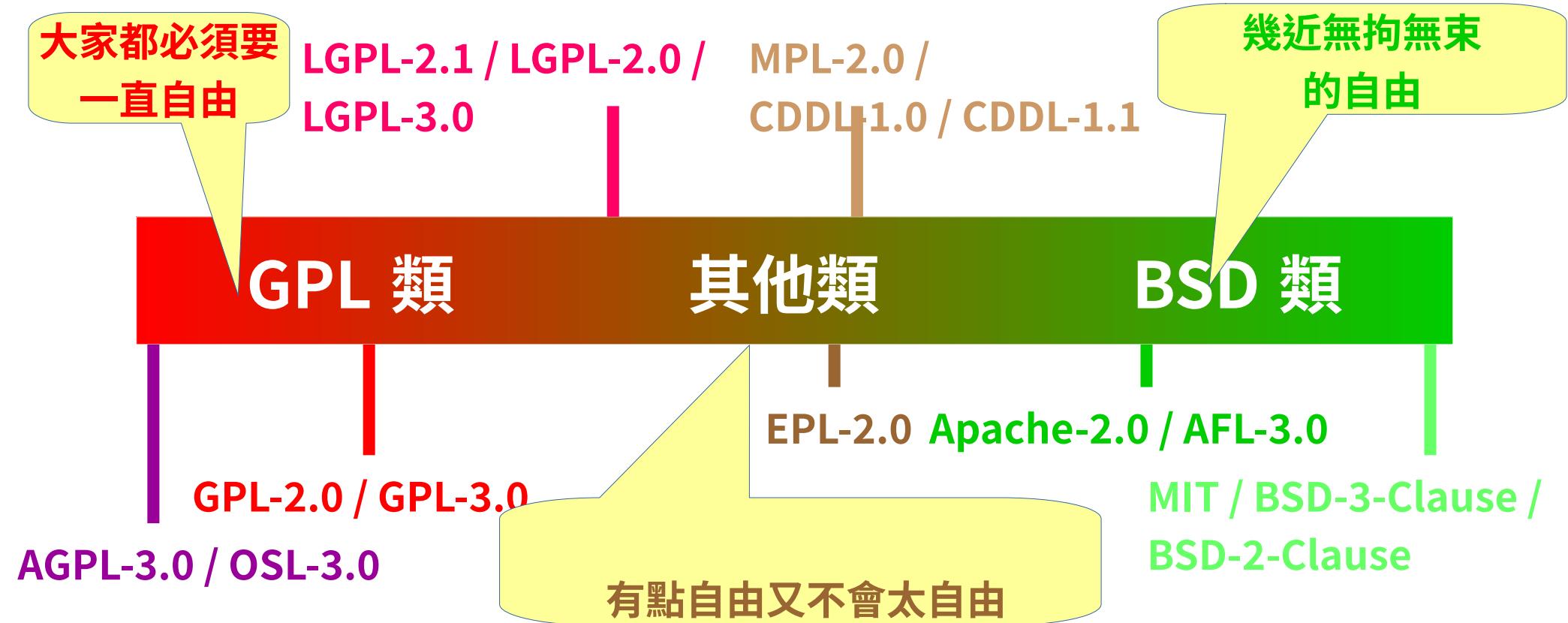
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	MIT	MIT License
	Zlib	Zlib/libpng License
GPL 類	GPL-2.0/3.0	GNU General Public License 2.0/3.0
	LGPL-2.1/3.0	GNU Lesser General Public License 2.1/3.0
	AGPL-3.0	GNU Affero Public License 3.0
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GPL-3.0, GNU General Public License 3.0 **DRM-free**

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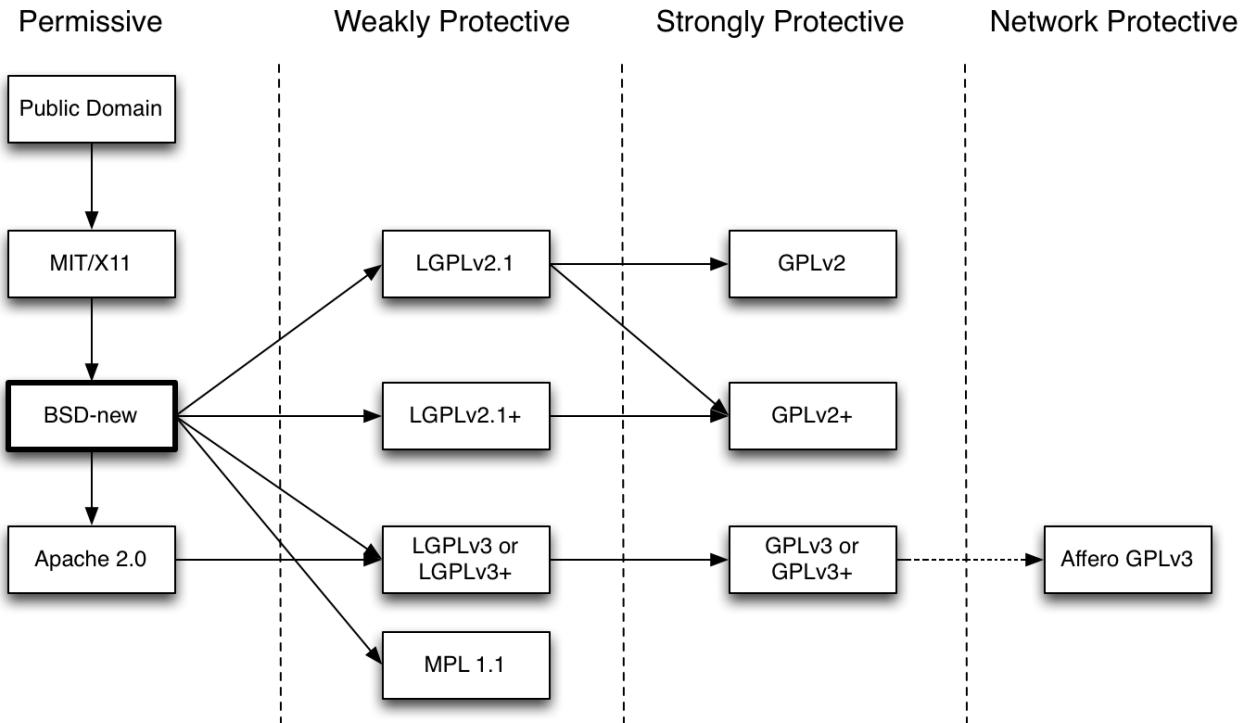
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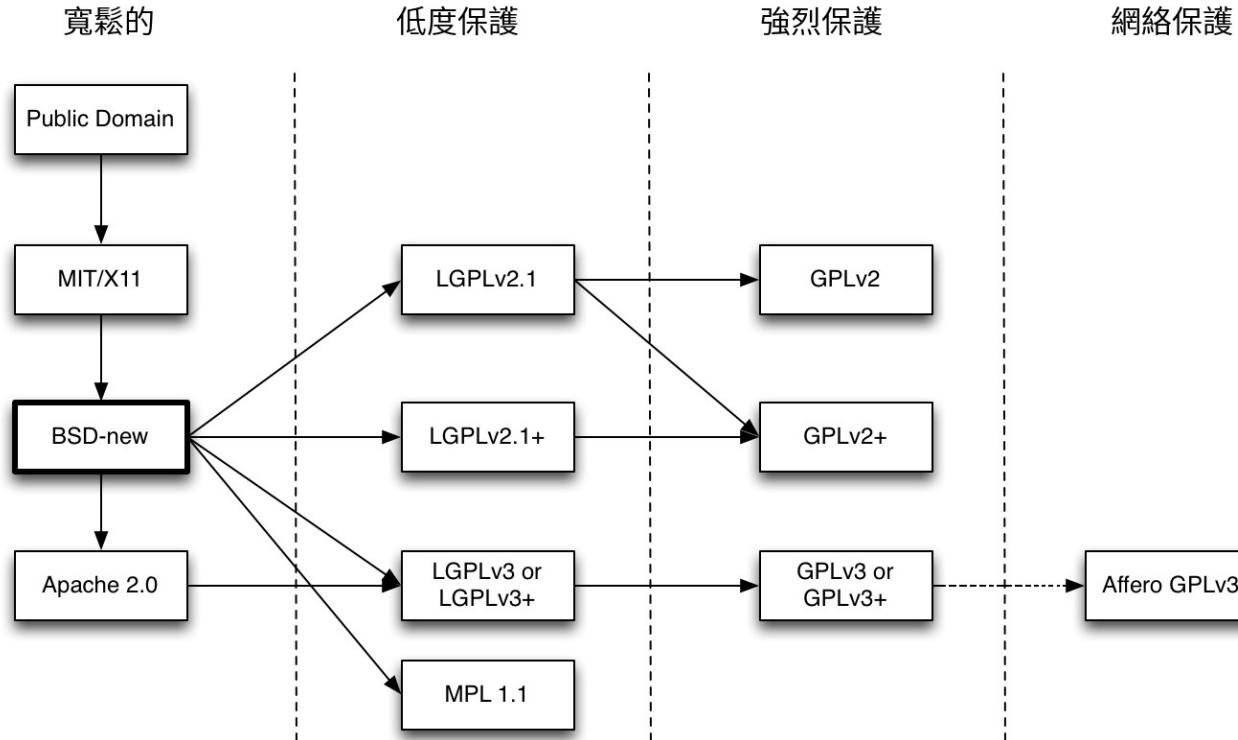


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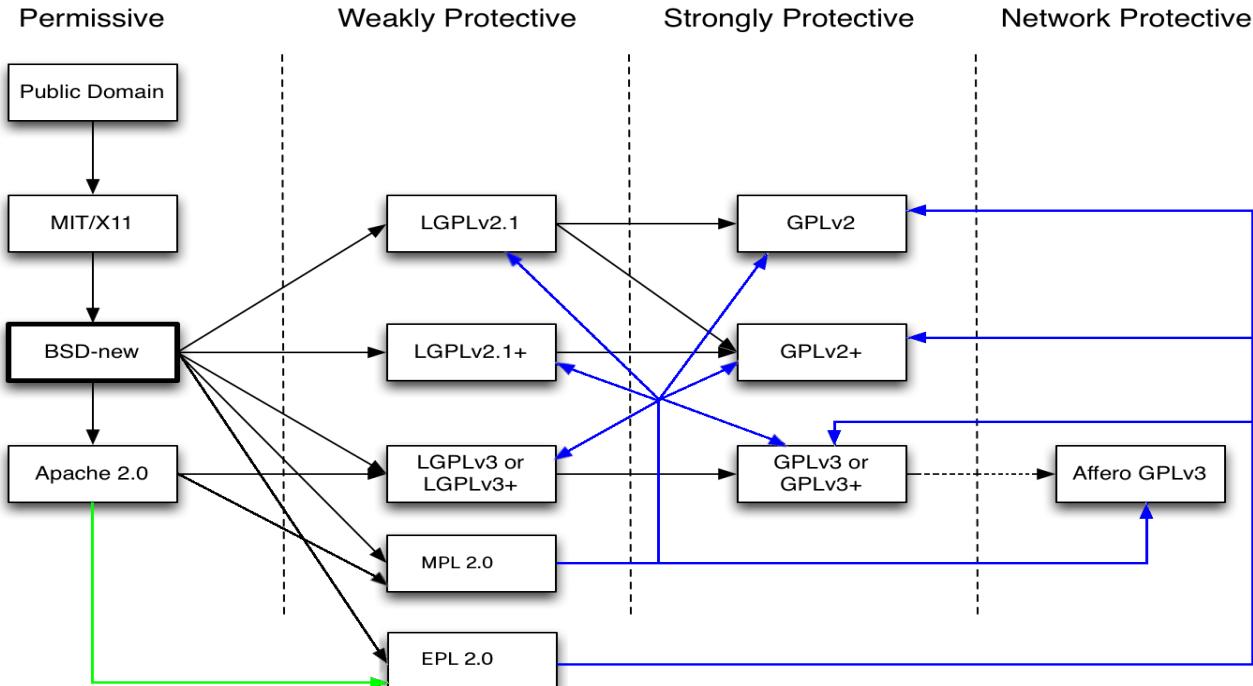
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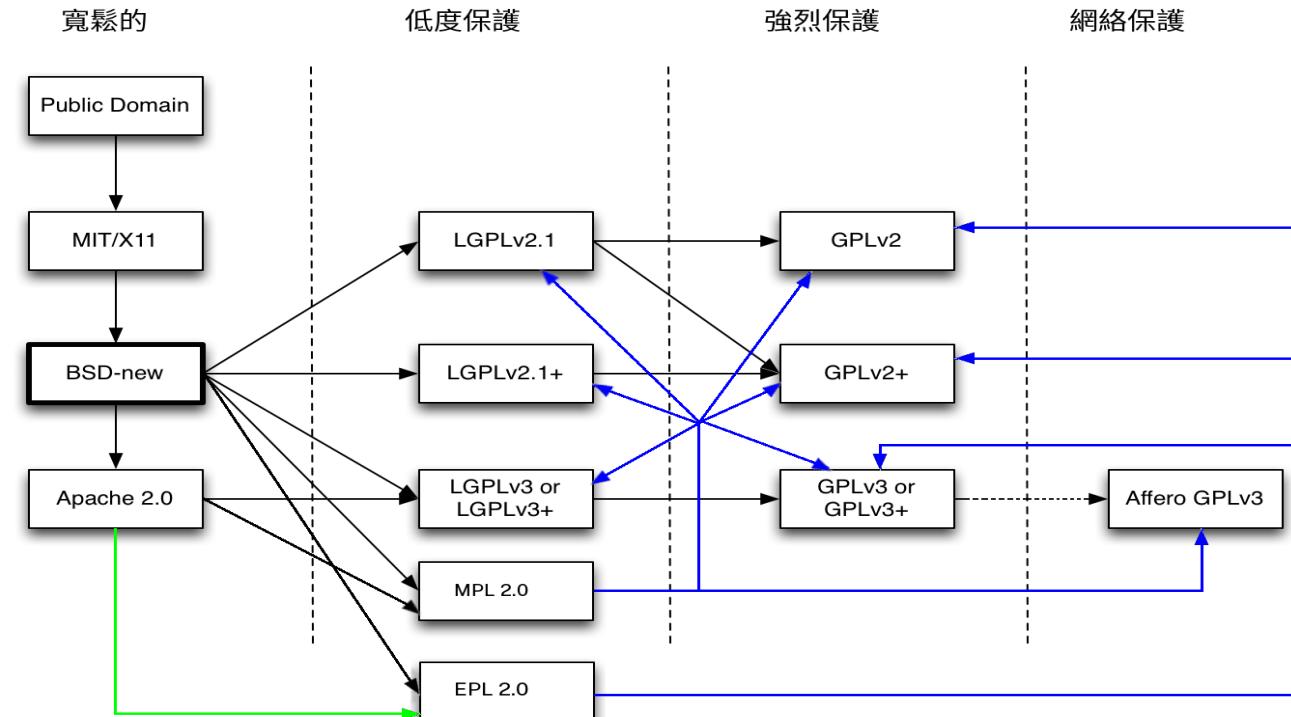
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開源授權的

商業應用及商販模式

**不是為了商用而啟動開源
而是產生效益後擴大商用**

從歷史觀點來說

科技始終來自於人性

人性慵懶而喜歡抄用

 The Genius Of Linux ... 

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MATT ASAY · DEC 20, 2013

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Company	Changes	Total
None	12,550	13.6%
Red Hat	9,483	10.2%
Intel	8,108	8.8%
Texas Instruments	3,814	4.1%
Linaro	3,791	4.1%
SUSE	3,212	3.5%
Unknown	3,032	3.3%
IBM	2,858	3.1%
Samsung	2,415	2.6%
Google	2,255	2.4%
Vision Engraving Systems	2,107	2.3%
Consultants	1,529	1.7%
Wolfson Microelectronics	1,516	1.6%
Oracle	1,248	1.3%
Broadcom	1,205	1.3%

Company	Changes	Total
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Freescale	1,127	1.2%
Ingics Technology	1,075	1.2%
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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 [\[編輯\]](#)

1. ^ 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) .
2. ^ 存档副本 ↗. [2017-09-13]. ([原始內容](#) ↗存檔於2020-12-07) .
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4. ^ 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) .
5. ^ 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) .
6. ^ 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 [\[編輯\]](#)



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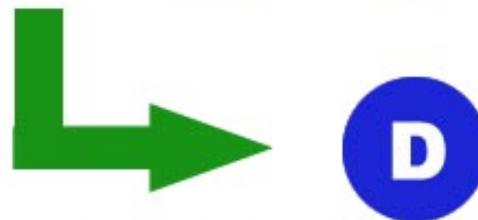
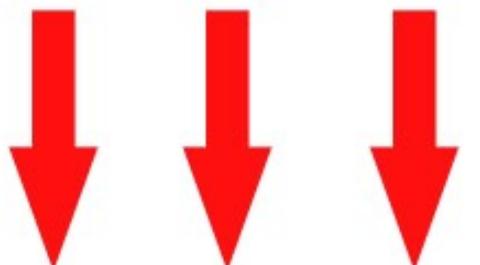
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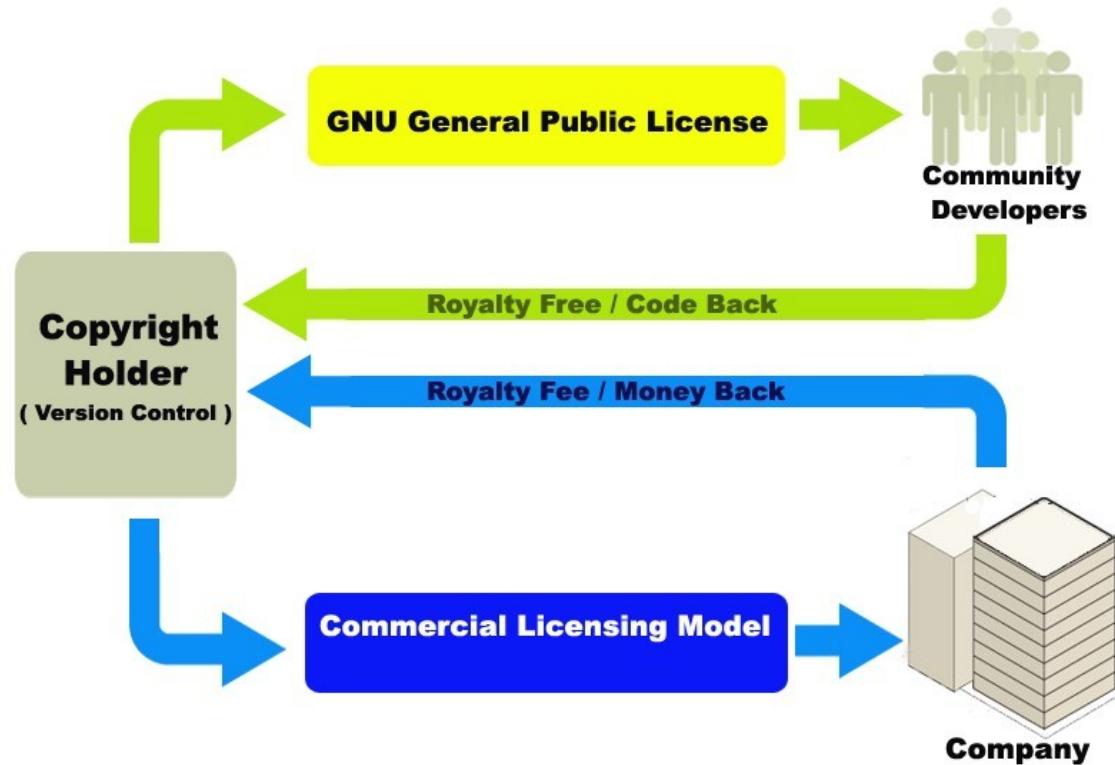
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- 4、版本訊息 (Version String) : [1.3.26](#)
- 5、元件機讀辨識碼 (Component Hash) :
[MD5 2973db71f0c4b4ccb35336152dda0b30](#)
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~~~~~ 本文開始 ~~~~~

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「朱維堂」於〈開放字型授權條款 OFL-1.1〉發佈留言

得道者多助，失道者寡助。

《孟子 · 公孫丑下》

The ones with Dao are getting more help,  
and the ones without Dao are getting less help.

《 Mencius · Gong Sun Chou--part two 》

給源碼者易合規，不給源碼者多很多事。

The ones with **Source** are easy to do the

compliance,

and the ones without **Source** are getting more

**challenges** to do that.

# SBOM 的製作與資安驗證協力

新細明體 10 % 74 00 00

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| 26 |                                                      |                 |            |          |                          |
| 27 |                                                      |                 |            |          |                          |

Start Here Policy 1 - Translations 2 - Licences 3 - Code Acceptance 4 - Incident 5 - Roles 6 - Training

工作表 4 / 8 PageStyle\_2 - Licences 英文 (美國) 平均值: ; 總和: 0 140%

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第三方授權

LineageOS 法律條款

Google 法律條款

系統 WebView 授權

## 第三方授權

- [/data/benchmarktest/libjavacore](#)
- [/data/benchmarktest64/libjavacore](#)
- [/data/nativetest/bsdiff\\_unittest/b](#)
- [/data/nativetest/libjavacore-unit](#)
- [/data/nativetest/memory\\_replay](#)
- [/data/nativetest64/bsdiff\\_unittes](#)
- [/data/nativetest64/libjavacore-ur](#)
- [/data/nativetest64/memory\\_repla](#)
- [/fake\\_packages/selinux\\_policy-ti](#)
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- [/recovery/root/plat\\_property\\_con](#)
- [/recovery/root/sbin/bu](#)
- [/recovery/root/sbin/recovery](#)
- [/recovery/root/sbin/toybox\\_stati](#)
- [/recovery/root/sbin/update\\_engi](#)

## 第三方授權

### Notices for file(s):

[/data/nativetest/bsdiff\\_unittest/b](#)  
[/data/nativetest64/bsdiff\\_unittest](#)  
[/system/lib/libbsdiff.a](#)  
[/system/lib/libbspatch.a](#)  
[/system/lib64/libbsdiff.a](#)  
[/system/lib64/libbspatch.a](#)

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**VLC for Android**  
Videolabs  
3+

**解除安裝** **開啟**

1,000 萬 下載次數 217,811 • 媒體與影片 類似內容

VLC對於Android是最好的開源視頻和音樂播放器，方便快捷！

**新功能**

11:19

VLC 1.3.2

關於 授權

# VLC for Android™

VLC for Android™ 移植自VLC媒體播放器，是相當受歡迎的開源媒體播放器。此Android™版本可以讀取大部分的媒體檔案和網路串流。

Copyleft © 1996–2015 by VideoLAN.

Edward Wang, Sébastien Toque, Adrien Maglo, Jean-Baptiste Kempf, Ludovic Fauvet, Rafaël Carré, Alexandre Perraud, Michael Merg, Martin Storsjö, Rémi Duraffort, Dominique Martinet, Jean-Philippe André, Felix Abecassis, Christoph Miebach, Hugo Beauzée-Luyssen, Felix Paul Kühne, John Mooring, Pavol Rusnak, Rohit Yadav, Tanguy Pruvot, Thomas Clavier, Asad Mehmood, Garret Kelly, Philipp Dreimann, Walter Heck, Thomas Guillem, Geoffrey Métais.  
VLC Authors.

<http://www.videolan.org/vlc/>

11:19

VLC 1.3.2

關於 授權

# VLC for Android

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## License

VLC for Android is licensed under the [GNU General Public License, version 3 or later](#) (herein referred to as GPL).

## Sources

The sources to this application can be retrieved at <http://git.videolan.org/?p=vlc-ports/android.git;a=tree;h=8ebcc4b;hb=8e>

< 關於



版本號 10.1.50

版本說明 >

去評分 >

版權信息 >

服務協定 >



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< 版權信息

| 名称                 | 许可证           | 是否<br>经过<br>修改 | 源代<br>码地<br>址        |
|--------------------|---------------|----------------|----------------------|
| FFmpeg             | GNU LGPL v2.1 | 否              | <a href="#">下载地址</a> |
| achartengine       | Apache v2.0   | 否              |                      |
| CircleImageView    | Apache v2.0   | 否              |                      |
| TheMVP             | Apache v2.0   | 否              |                      |
| androidquery       | Apache v2.0   | 否              |                      |
| gson               | Apache v2.0   | 否              |                      |
| DiskLruCache       | Apache v2.0   | 否              |                      |
| tagsoup            | Apache v2.0   | 否              |                      |
| ViewPagerIndicator | Apache v2.0   | 否              |                      |
| wire               | Apache v2.0   | 否              |                      |

Franck Pachot on Twitter +

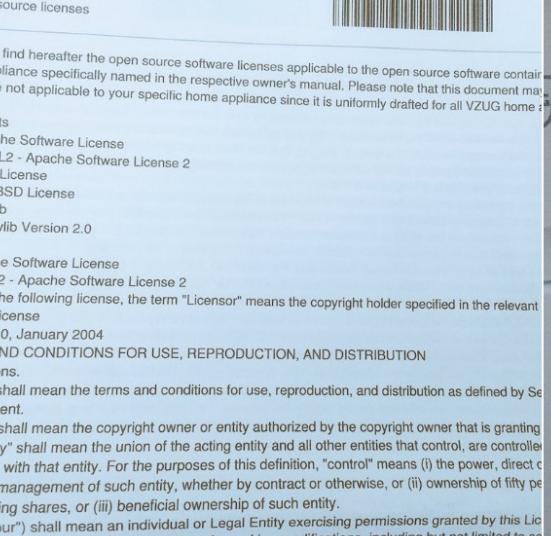
https://twitter.com/FranckPachot/status/1012606253338591232 200% ⌂ ⌄ ⌁ ⌃ ⌅ ⌆ ⌇



**Franck Pachot**  
@FranckPachot

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**WTF?** the new washing machine comes with 7 pages of open source license!



Franck  
@FranckP

12:58 am - 29 Jun 2018

<https://twitter.com/FranckPachot/status/1012606253338591232>

Inspired by Kevin Huang – OIN 亞太區 黃鴻文 總監



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https://reuse.software

REUSE SOFTWARE Get Started FAQ Developers Specification Resources Supporters API

An initiative by FSFE logo

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# 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 Flowchart

當開源授權問題被回報時得啟動稽核與處理流程

**開源管理辦公室**

**的職掌與運作模式**

≡ Open Source Program Office

文 A 1 language ▾

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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!,<sup>[1]</sup> Goldman Sachs,<sup>[2]</sup> Bloomberg L.P., Comcast or Porsche,<sup>[3]</sup> universities like Trinity College Dublin<sup>[4]</sup> or the Johns Hopkins University.<sup>[5]</sup>

The tasks of an OSPO include:

- Advocacy for free software within the organization. [6][3]

Ifr\_ospo24\_111824.x

https://www.linuxfoundation.org/hubfs/LF Research/Ifr\_ospo24\_111824.pdf?hsLa

1 頁, 共 50 頁 130%

THE LINUX FOUNDATION | Research // TODO

# *The 2024 State of OSPOs and Open Source Management*

## New Horizons for OSPOs in Small and Medium Organizations

November 2024



[https://www.linuxfoundation.org/hubfs/LF%20Research/Ifr\\_ospo24\\_111824.pdf](https://www.linuxfoundation.org/hubfs/LF%20Research/Ifr_ospo24_111824.pdf)

管理之 1.

版本控制的維護管理

The screenshot shows the Amazon DocumentDB website. At the top, there's a navigation bar with links for '產品', '解決方案', '定價', '文件', '了解', '合作夥伴網路', 'AWS Marketplace', '客戶支援', '探索更多', and a search icon. On the right side of the header, there are links for '聯絡銷售人員', '支援', '中文(繁體)', '我的帳戶', and a prominent orange button labeled '建立 AWS 帳戶'. Below the header, the main content area features a large title 'Amazon DocumentDB (與 MongoDB 相容)' and a subtitle '快速、可擴展、高可用性的 MongoDB 相容資料庫服務'. At the bottom left, there's a yellow button labeled '開始使用 Amazon DocumentDB'.

Amazon DocumentDB (與 MongoDB 相容) 是一種快速、可擴展、高可用性且全受管的文件資料庫服務，可支援 MongoDB 工作負載。作為文件資料庫，Amazon DocumentDB 讓儲存、查詢和索引 JSON 資料變得容易。

Amazon DocumentDB 是重新設計的非關聯式資料庫服務，為您提供大規模執行關鍵任務 MongoDB 工作負載時所需的效能、可擴展性和可用性。在 Amazon DocumentDB 中，儲存和運算是分離的，允許每個儲存和運算獨立擴展，無論您的資料大小為何，都可以在幾分鐘內增加多達 15 個低延遲僅供讀取複本，從而將讀取容量增加到每秒數百萬個請求。

Amazon DocumentDB 旨在實現 99.99% 的可用性，並在三個 AWS 可用區域 (AZ) 複寫六個資料複本。您可以免費使用 AWS Database Migration Service (DMS) 六個月的時間，輕鬆地將內部部署或 Amazon Elastic Compute Cloud (EC2) MongoDB 資料庫移轉至 Amazon DocumentDB，而且幾乎沒有停機時間。



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# Introducing Elastic License v2, simplified and more permissive; SSPL remains an option

By [Shay Banon](#)

Share



When we announced our license change for Elasticsearch and Kibana, moving the Apache 2.0-licensed source code to be dual licensed under both the [Elastic License](#) and [SSPL](#), we also [mentioned](#) we would work closely with the community on a simplified and more permissive version of the Elastic License. I am happy to share the results with you.

The Elastic License is already widely used. More than 90% of our downloads are under the Elastic License, and those users enjoy the significant additional [value provided](#) under the free and open Basic tier. Thanks to this value, the majority of our users and community are already using the software under the Elastic License, so they viewed our recent license

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Email address

<https://www.elastic.co/blog/elastic-license-v2>

管理之 2.

政策書與拒絕或容許清單

# 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 ASP 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
  - XNet

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



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## 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.

|                                                                                                           |                                                         |   |
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| 1.2                                                                                                       | Definitions .....                                       | 2 |
| 1.3                                                                                                       | Disclaimer .....                                        | 2 |
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| 2.2                                                                                                       | Red-light Licenses.....                                 | 5 |
| 2.2.1                                                                                                     | Red-light Licenses for Code Artifacts .....             | 5 |
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| 2.3.1                                                                                                     | Orange-light Licenses for Code Artifacts.....           | 6 |
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| 3.1.1                                                                                                     | Default License for Code Artifacts.....                 | 9 |
| 3.1.2                                                                                                     | Default License for Documentation Artifacts .....       | 9 |

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# 開源軟體應進行適度**管理**

## 1、拒絕清單

可依授權條款或專案名稱列示

## 2、容許清單

可依授權條款或專案名稱列示

## 3、技術區隔

不同技術互動層級採取不同的拒絕 / 容許清單

# Practical GPL Compliance — The Flowcharts



Shane Martin Coughlan · Follow

3 min read · Jun 14, 2017

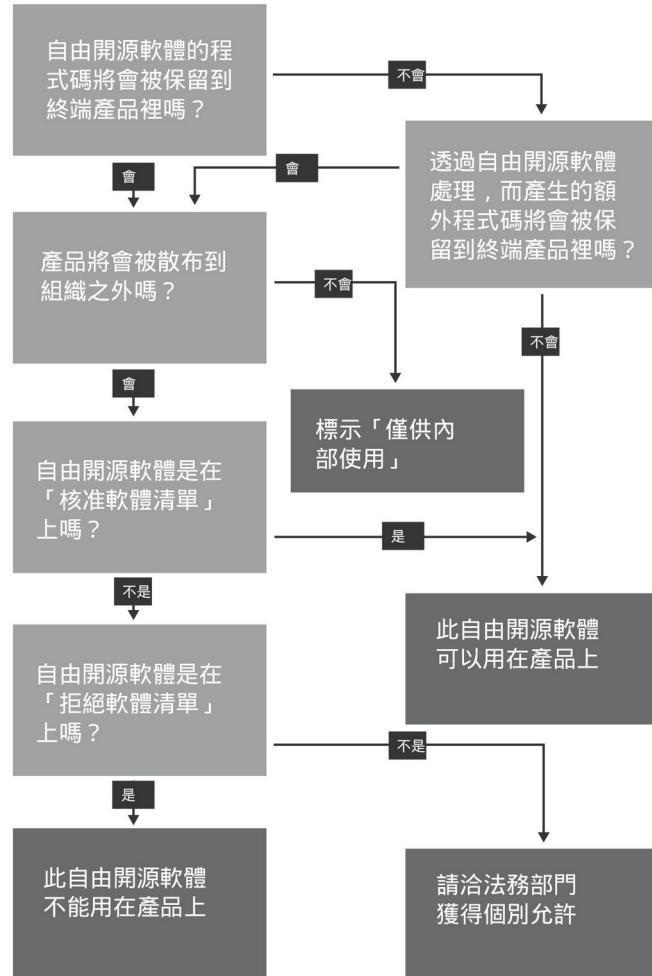
11



Whether you work in consumer electronics, drones, IoT, or automotive devices based on generic Linux or Android code-bases, this guide is for you.

<https://medium.com/@shanecoughlan/practical-gpl-compliance-the-flowcharts-85a071ca8cef>

## 自由開源授權合規管理 簡式流程圖一： 基本概念



Creating

Using

Third-party

Overview

Licenses

Adding code

Responsibilities

One-version rule

Reviewers

What is a license?

Open Source Casebook

AGPL Policy

Growing

## The 'notice' licenses

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- [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?  

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

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管理之 3.

溯源上傳原則與例外



# Upstream not, security pass not.

公司不讓我溯源上傳，產品的資安檢測或許就不容易過。

Posted on March 29, 2022

某RD主管：「顧問，我們交付的項目，裡面有開源軟體被報資安通報，但那個漏洞其實我們是已經補起來的，這時候要怎麼辦？」

---

今天讓我們坦白一點，事實上以現狀來說，臺灣多數的資通訊產業，都是把開源當閉源用。

<https://lucienchlin.github.io/2022-03-29-upstream-not-security-pass-not/>

# 正確認識**開源**可能帶來的**好處**

## 1 、 Upstream

未必是壞事、建立標準，穩固市場。

## 2 、 Show me the codes

愈多貢獻愈有地位引領開源專案進行的方向

管理之 4.

COPYLEFT 的正確理解與面對

**請你和我這樣說**

**請你和我這樣做**

東西給你用、也能改  
沒有強迫你要發布、但若就是發布了  
必須採一樣的授權方式給人

**Copyleft-Enhanced**  
**SaaS-based / Cloud-based Copyleft**  
**AGPL-3.0, OSL-3.0**

東西給你用、也能改  
但是要求更嚴格、雲端給人用就算發布了  
有可能必須採一樣的授權方式給人

# Copyleft-Beyond the Limits

One ring to rule them all 至尊魔戒

SSPL -- Source Available License

東西給你用、也能改，但要求非常嚴格，  
任何方式給人用就算發布 make available to 3<sup>rd</sup> party  
整個服務不管哪個部件 server side  
都必須提供程式源碼給公眾

# **SSPL – 擴大性幾無邊界**

**Source available, just available**

**如果使用了 GPL 授權的軟體  
到產品裡，和自己開發的軟體  
如何做適當區隔，以釐清源碼  
的提供範圍？**

# 20110920-GPL 條款對於衍生物程式的判定標準與其授權拘束性的擴散範圍

Posted on 09/21/2011 by lucien

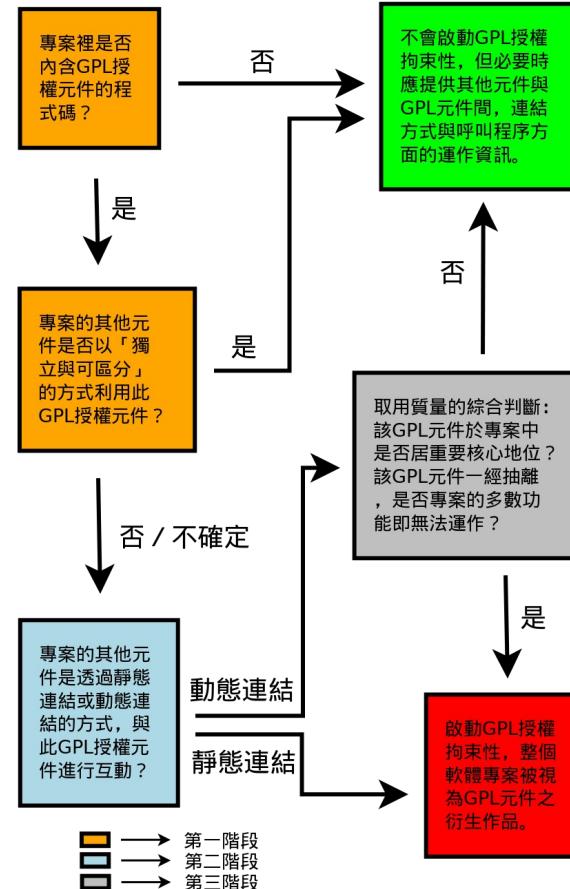
---

此篇文章原載於自由軟體鑄造場電子報第181期、183期。

GPL 類別的授權程式，最為人著稱的特性便是其「牽一髮而動全身」的授權拘束性（License Inheritance，註一）。所謂的「授權拘束性」白話來說，指的是當使用者將 GPL 授權的程式碼抄寫到自己的軟體專案時，如果抄寫程度佔專案程式碼的比例很大，或是此一 GPL 授權元件提供了專案的核心功能，並且專案的其他元件在互動上亦無法與其分割，則整個軟體專案便會一體被視為該 GPL 授權元件的衍生著作，嗣後使用者如果再行散布這個軟體專

<http://lucien.cc/20110920-gpl-條款對於衍生物程式的判定標準與其授權拘束性/>

## GPL授權拘束性基本判別流程示意圖



2011 © Lucien C.H. Lin & Yihuan Lin, released under Attribution-NonCommercial-NoDerivs-3.0-Unported.

<http://lucien.cc/20110920-gpl-條款對於衍生程式的判定標準與其授權拘束性/>

**GPL :**

衍生 > **as a whole** > 全部都採 GPL

**LGPL :**

衍生 > combine the work > 只要 LGPL 函式庫仍能被抽取  
出來利用，其他自撰部分有機會不用給源碼

# 3. 生成式 AI 輔助開發的管理規則 - 以 GitHub Copilot 為示範例

# Copyright Lawsuits v. AI companies

ND California



[Kadrey v. Meta; Chabon v. Meta:](#)  
[Judge Chhabria](#)



[In re OpenAI ChatGPT Litigation \(Tremblay, Silverman, Chabon\):](#)  
[Judge Araceli Martínez-Olguín](#)



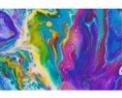
[Nazemian v. NVIDIA Corp.](#)  
[Judge Tigar](#)



[O'Nan v. Databricks, Mosaic ML](#)  
[Judge Breyer](#)



[Doe 1 v. Github, Microsoft, OpenAI](#)  
[Judge Tigar](#)



[Sarah Andersen v. Stability AI, Deviant Art, Midjourney, Runway AI](#)  
[Judge Orrick](#)



[Zhang v. Google, Alphabet](#)  
[Judge Davila](#)



[J.L. v. Alphabet, Google](#)  
[Judge Araceli Martínez-Olguín](#)

MD Tenn.



[Concord Music. v. Anthropic,](#)  
[Chief Judge Crenshaw, Jr.](#)



SDNY



[Authors Guild v. OpenAI](#)  
[Microsoft](#)  
[Also: Alter, Basbanes](#)



[Judge Stein](#)  
[Huckabee v. Bloomberg](#)  
[Judge Garnett](#)



[New York Times v. OpenAI](#)  
[Microsoft](#)  
[Judge Stein](#)



[Daily News v. Microsoft](#),  
[OpenAI](#)  
[TBA](#)



[Raw Story v. OpenAI](#),  
[Judge McMahon](#)  
[Intercept v. OpenAI](#),  
[Judge Rakoff](#)

Delaware



[Thomson Reuters v. ROSS Intell.](#)  
[Judge Bibas](#)



[Getty Images v. Stability AI](#)  
[Judge Hall](#)

雖然目前局勢上 AI 公司

大輸的可能性並不高

如果基礎法律環境沒有變動的話

**DOE 1 v. GitHub, Inc. (4:22-cv-06823)**

**District Court, N.D. California**

**GitHub Copilot**

**原告無法有效進行基礎舉證**

**哪些他寫的程式碼被抄用**

Copyleft Compliance + dropbox

https://sfconservancy.org/copyleft-compliance/vmware-lawsuit-faq.htm 120% ☆



software freedom  
**conservancy**

HOME WHAT WE DO WHO WE ARE LEARN NEWS

Help us reach our goal of **\$409,774** this season to keep SFC going. Until January 15, the next **\$168,214** of support we receive will be matched!

\$36,673 matched! \$168,214 to go!

## Frequently Asked Questions about Christoph Hellwig's VMware Lawsuit

Update 2019-04-02: Please see [this announcement regarding conclusion of the VMware suit in Germany](#). Since the suit has concluded, any funds you donate here will support our ongoing compliance efforts. The remaining material below is left as it was before that announcement:

Conservancy maintains this FAQ list regarding **Christoph Hellwig's lawsuit against VMware in Germany over alleged GPL violations on Linux** as a service to the Free Software community, and in particular, the copyleft community. Conservancy realizes this lawsuit generates many questions and interest from the community. Legal counsel (both Conservancy's own, and Christoph's lawyer, Till Jaeger) correctly advise us

► [Support Now!](#)

### What We Do

[The Corresponding Source](#)

[Copyleft Compliance](#)

[Vizio Lawsuit](#)

[Member Projects](#)

[Outreachy](#)

[Use The Source](#)

<https://sfconservancy.org/copyleft-compliance/vmware-lawsuit-faq.html>

# Motions

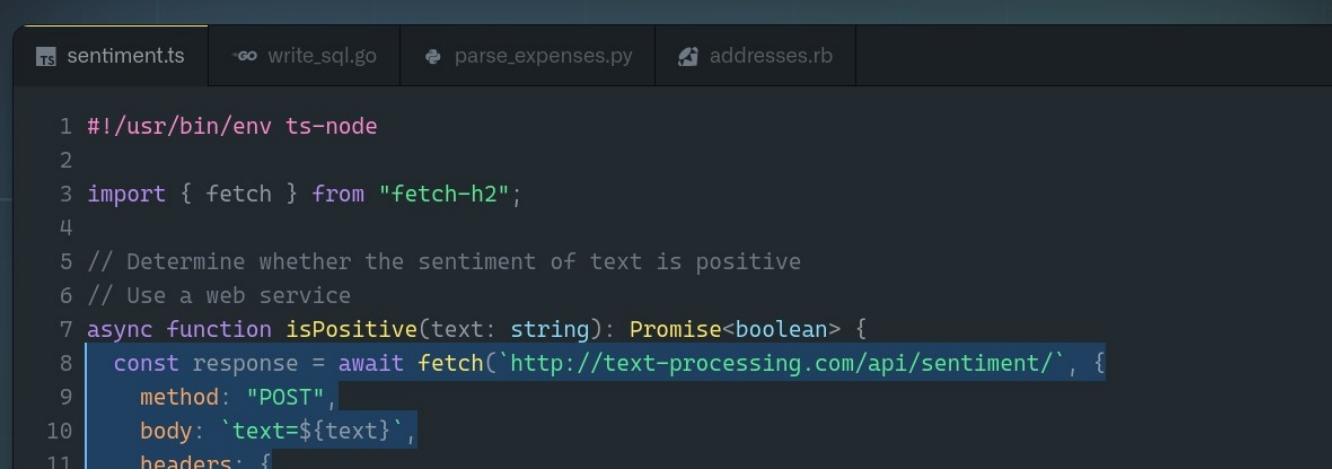
- 20 dismissed, 2 remains.
- unjust enrichment, negligence, unfair competition...dismissed
- 權利管理電子資訊 /copyrights management information, dismissed -- Section 1202(b) of DMCA → 無侵權
- Breach of the Open Source Licenses → 違約？
- Breach of the Contract → 違約？

# **Copilot or Co-copier ?**

[Learn more >](#)[Technical Preview](#)

# Your AI pair programmer

With GitHub Copilot, get suggestions for whole lines or entire functions right inside your editor.

[Sign up >](#)

A screenshot of a code editor interface. At the top, there are four tabs: "sentiment.ts", "write\_sql.go", "parse\_expenses.py", and "addresses.rb". The "sentiment.ts" tab is active. Below the tabs, a snippet of TypeScript code is shown:

```
1 #!/usr/bin/env ts-node
2
3 import { fetch } from "fetch-h2";
4
5 // Determine whether the sentiment of text is positive
6 // Use a web service
7 async function isPositive(text: string): Promise<boolean> {
8   const response = await fetch(`http://text-processing.com/api/sentiment/`, {
9     method: "POST",
10    body: `text=${text}`,
11    headers: {
```

The code editor has a dark theme with syntax highlighting. A blue selection bar highlights the line starting with "const response =". The GitHub Copilot logo is visible in the bottom right corner of the editor window.

# Frequently asked questions

[General](#)[Training set](#)[Protecting originality](#)[Responsible AI](#)[Telemetry](#)[Availability](#)

## Does GitHub Copilot recite code from the training set?

GitHub Copilot is a code synthesizer, not a search engine: the vast majority of the code that it suggests is uniquely generated and has never been seen before. We found that about 0.1% of the time, the suggestion may contain some snippets that are verbatim from the training set. [Here is an in-depth study](#) on the model's behavior. Many of these cases happen when you don't provide sufficient context (in particular, when editing an empty file), or when there is a common, perhaps even universal, solution to the problem. We are building a filter to help detect and suppress the rare instances of code that is repeated from a public repository on GitHub.

## Do I need to credit GitHub Copilot for helping me write code?

## Who owns the code GitHub Copilot helps me write?

GitHub Copilot is a tool, like a compiler or a pen. The suggestions GitHub Copilot generates, and [the code you write with its help, belong to you](#), and you are responsible for it. We recommend that you carefully test, review, and vet the code, as you would with any code you write yourself.

## Does GitHub Copilot ever output personal data?

# Frequently asked questions

[General](#)[Training set](#)[Protecting originality](#)[Responsible AI](#)[Telemetry](#)[Availability](#)

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# Frequently asked questions

[General](#)[Training set](#)[Protecting originality](#)[Responsible AI](#)[Telemetry](#)[Availability](#)

## How is the data that GitHub Copilot collects used?

In order to generate suggestions, GitHub Copilot transmits part of the file you are editing to the service. This context is used to synthesize suggestions for you. GitHub Copilot also records whether the suggestions are accepted or rejected. This telemetry is used to improve future versions of the AI system, so that GitHub Copilot can make better suggestions for all users in the future. In the future we will give users the option to control how their telemetry is used. More information about our use of telemetry can be found [here](#).

## Will my private code be shared with other users?

No. We use telemetry data, including information about

## Is the transmitted data secure?

All data is transmitted and stored securely. Access to the telemetry is strictly limited to individuals on a need-to-know basis. Inspection of the gathered source code will be predominantly automatic, and when humans read it, it is specifically with the aim of improving the model or detecting abuse.

## Privacy & Data Protection

Please see the GitHub Copilot [telemetry terms](#) and [About GitHub Copilot Telemetry](#). More information on

GitHub Copilot · Your AI p × GitHub Copilot Telemetry × +

https://docs.github.com/en/github/copilot/github-copilot-telemetry-terms

GitHub Docs

All products GitHub GitHub Copilot

About GitHub Copilot telemetry GitHub Copilot Telemetry Terms Research recitation

GitHub / GitHub Copilot / GitHub Copilot Telemetry Terms Free, Pro, & Team English Search GitHub Docs

## GitHub Copilot Telemetry Terms

Acceptance of the additional telemetry described below is a condition to joining the wait list for the technical preview of GitHub Copilot and using GitHub Copilot during the technical preview.

### Additional telemetry

If you use GitHub Copilot, the GitHub Copilot extension/plugin will collect usage information about events generated by interacting with the integrated development environment (IDE). These events include GitHub Copilot performance, features used, and suggestions accepted, modified and accepted, or dismissed. This information may include personal data, including your User Personal Information, as defined in the [GitHub Privacy Statement](#).

This usage information is used by GitHub, and shared with Microsoft and OpenAI, to develop and improve the extension/plugin and related products. OpenAI also uses this usage information to perform other services related to GitHub Copilot. For example, when you edit files with the GitHub Copilot extension/plugin enabled, file content snippets, suggestions, and any modifications to suggestions will be shared with GitHub, Microsoft, and OpenAI, and used for diagnostic purposes to improve suggestions and related products. GitHub Copilot relies on file content for context, both in the file you are editing and potentially other files open in the same IDE instance. When you are using GitHub Copilot, it may also collect the URLs of repositories or file paths for relevant files. GitHub Copilot does not use these URLs, file paths, or snippets collected in your telemetry as suggestions for other users of GitHub Copilot. This information is treated as confidential information and accessed on a need-to-know basis. You are prohibited from collecting telemetry data about other users of GitHub Copilot.

<https://docs.github.com/en/github/copilot/github-copilot-telemetry-terms>

## ▼ FAQs

Get started

**Does GitHub Copilot include a filtering mechanism to mitigate risk?**

Yes, GitHub Copilot does include an optional code referencing filter to detect and suppress certain suggestions that match public code on GitHub.

- GitHub has created a **duplication detection filter** to detect and suppress suggestions that contain code segments over a certain length that match public code on GitHub. This filter can be enabled by the administrator for your enterprise and it can apply for all organizations within your enterprise, or the administrator can defer control to individual organizations.

With the filter enabled, Copilot looks for matches against public code on GitHub and suggests alternative code that is less likely to be a copyright violation.

# **Github Copilot**

## **Codes → Suggestions**

# **duplication detection filter**

**turnitin- 讓學生能夠盡其所能，完成原創作品？**

# **Github Copilot → Suggestion**

**(1)telemetry data( 程式寫作偵測資料的收集 )**

**(2) 專利演算法**

**(3)telemetry 功能可關閉但無實質意義**

# 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 紿軟體開發工程師，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**。

著作權法保護的標的為「表達的形式」

不及於背後的概念、思想

Coding Style, Painting Style, Writing Style

不受著作權保護

技法學習是能被學習的 ○

但累積式的抄寫程式碼或文句、圖畫片段 ✗

# AI 生成 + 人類覆核

人類的價值在於幫 AI 及生成技術把關

## 4. 開源商用

近年爭議事件及其處理建議

# **4.1. QT/Qtopia**

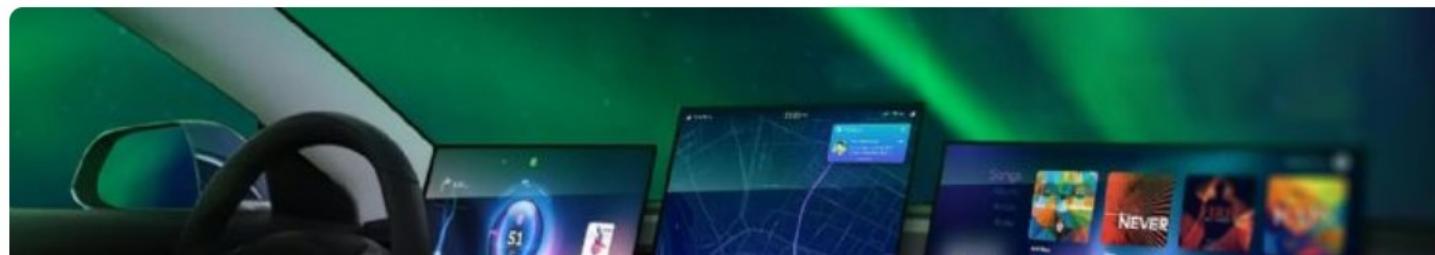


# Qt Group在台設立聯絡處 就近提供諮詢及技術支援

周建勳／台北訊 2022-12-21

分享

分享



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



## 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；



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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

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：

- 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.

- 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/licenses/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.**

ARTICLE • LEGAL COLUMN

# 如何提供 GPL 元件的程式源碼

© 2012-09-05 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，但這畢竟非常不便，也不是常態，很多情形下也有違法侵權之虞。因此在

搜尋

近期留言

「Vanessa」於〈Open Hardware License開放硬體授權條款〉發佈留言

「thez」於〈我愛lativ，可是我現在不買lativ！〉發佈留言

「Andy Chu」於〈開放字型授權條款
OFL-1.1〉發佈留言

「朱維堂」於〈開放字型授權條款 OFL-1.1〉發佈留言

燒出去、

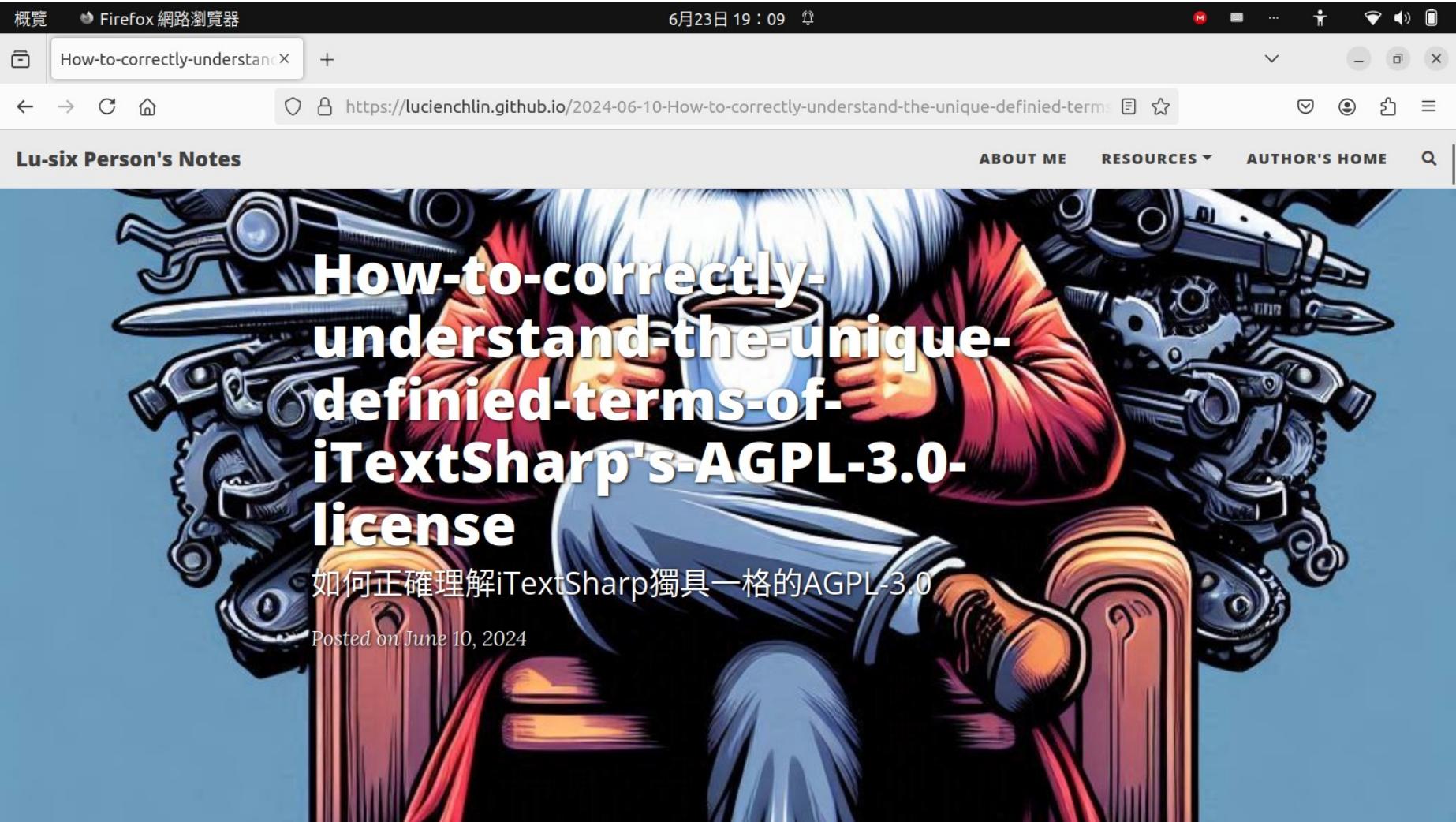
寫下來、傳出去、

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？

4.2. 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

- 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。
- **AGPL-3.0 要求重製、改作、或提供雲端應用時，應標註原權利聲明，屬性是較為嚴格的開源軟體授權。**
- 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

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

Open Source AGPLv3 license +

https://itextpdf.com/how-buy/AGPLv3-license



iText
by apryse

Open-Source Demo Lab Knowledge Base Support Blog Careers Contact

Products Solutions Developers Resources Licensing Company Request quote Try now

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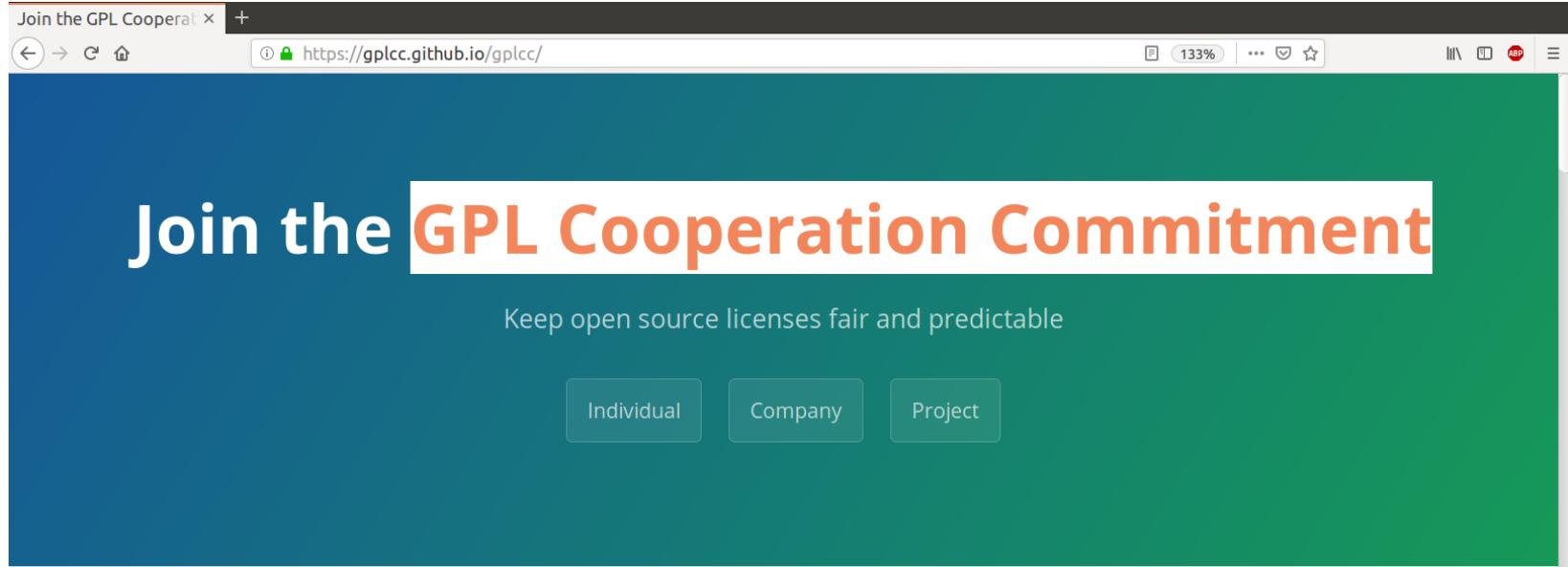
Technology Industry Leaders Join Forces to Increase Predictability in Open Source Licensing

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.



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GPL Cooperation Commitment

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

GPL-3.0+ 與 GPL WITH GPL-CC-1.0 SPDX

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2、承諾方採此態度進行跨域合作

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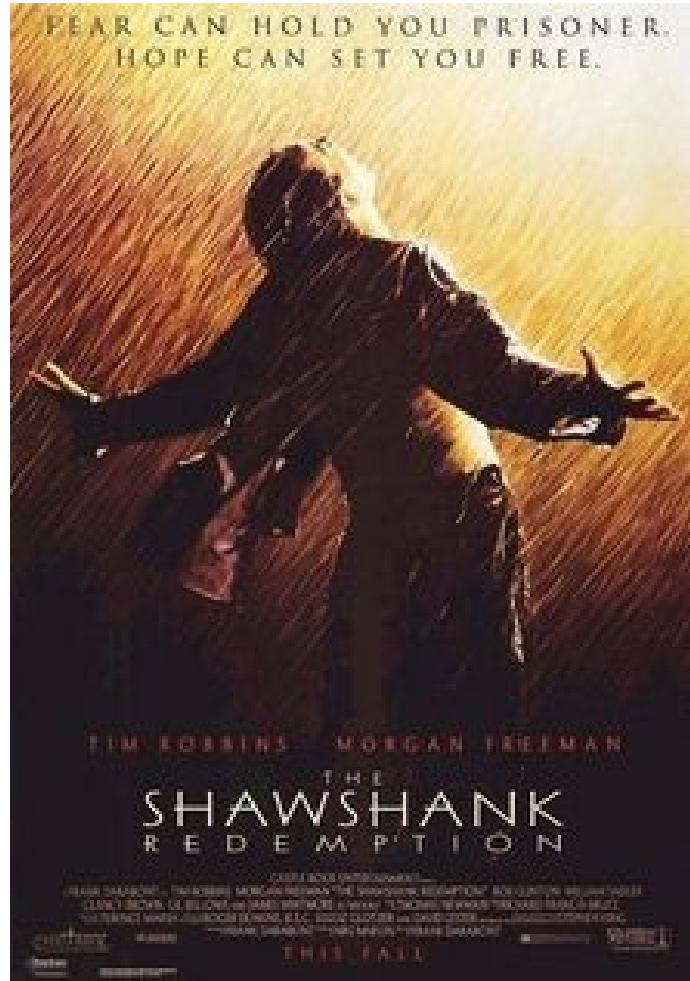
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OpenWRT

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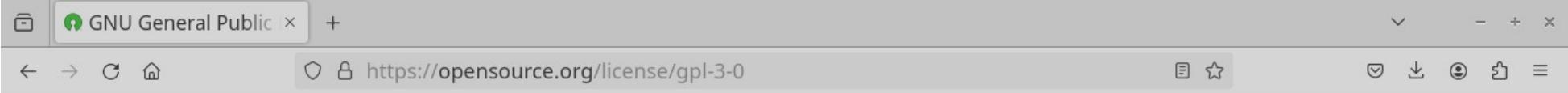
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二审案号：（2021）最高法知民终51号



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Jaeger zum Thema "Wie KI Kunst
und Urheberrecht verändert" bei der

OpenWRT, the GPL and the Supreme People's Court of China

By Dr. Till Jaeger

The Supreme People's Court of the People's Republic of China had to decide the case of **Wangjing vs. Yibang, et al, (2021) Supreme Court-IP Tribunal-Civil Case-Final Judgment No.51**, in which the licensing of OpenWRT as part of the software under the GPL-2.0 was invoked as a

Nachrichten der Woche

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(20.09.2024)

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<https://ipc.court.gov.cn/zh-cn/news/view-3017.html>

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审判长 原晓爽

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审判员 孔立明

二〇二三年十月十二日

OpenWRT 改作案

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This is the Community Data License Agreement – Sharing, Version 1.0 ("Agreement"). Data is provided to You under this Agreement by each of the Data Providers. Your exercise of any of the rights and permissions granted below constitutes Your acceptance and agreement to be bound by the terms and conditions of this Agreement.

The benefits that each Data Provider receives from making Data available and that You receive from Data or otherwise under these terms and conditions shall be deemed sufficient consideration for the formation of this Agreement. Accordingly, Data Provider(s) and You (the "Parties") agree as follows:



Section 1. Definitions

<https://cdla.dev/sharing-1-0/>

D Computational Use +

https://cdla.dev/computational-use-of-data-agreement-v1-0/ 150%

THE LINUX FOUNDATION PROJECTS

COMMUNITY DATA LICENSE AGREEMENT

Home CDLA Versions FAQ & Resources Reference Translations Join the Discussion



Computational Use of Data Agreement v1.0

This is the Computational Use of Data Agreement, Version 1.0 (the “C-UDA”). Capitalized terms are defined in Section 5. Data Provider and you agree as follows:

1. Provision of the Data

1.1. You may use, modify, and distribute the Data made available to you by the Data Provider under this C-UDA for Computational Use if you follow the C-UDA’s terms.

1.2. Data Provider will not sue you or any Downstream Recipient for any claim arising out of the use, modification, or distribution of the Data provided you meet the terms of the C-UDA.

1.3 This C-UDA does not restrict your use, modification, or distribution of any portions of the Data that are in the public domain or that may be used, modified, or distributed under any other legal exception or limitation.



<https://cdla.dev/computational-use-of-data-agreement-v1-0/>

Open Use of Data +

https://cdla.dev/open-use-of-data-agreement-v1-0/ 150%

THE LINUX FOUNDATION PROJECTS

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SPDX-License-Identifier: O-UDA-1.0

Open Use of Data Agreement v1.0

This is the Open Use of Data Agreement, Version 1.0 (the “O-UDA”). Capitalized terms are defined in Section 5. Data Provider and you agree as follows:

1. Provision of the Data

1.1. You may use, modify, and distribute the Data made available to you by the Data Provider under this O-UDA if you follow the O-UDA’s terms.



1.2. Data Provider will not sue you or any Downstream Recipient for any claim arising out of the use, modification, or distribution of the Data provided you meet the terms of the O-UDA.

<https://cdla.dev/computational-use-of-data-agreement-v1-0/>



1



2

都是公眾領域



公眾領域頁獻宣告(CC0)

主動拋棄: CC0 提供授權人一種「不保留權利」之選擇。表示授權人在法律許可的範圍內，拋棄該著作依著作權法所享有之權利，將自己的作品使用權利完全開放。宣告將該著作權貢獻至公眾領域。

使用者可以複製、修改、發布或展示該作品，亦可不經許可進行商業利用。



公眾領域標章(PD Mark)

事實狀態: 作品無已知的著作權限制，已不受所有相關和鄰接的權利限制。例如博物館裡因為年代久遠而不受著作權保護之作品，可以採用PDM 標籤將此傳達給大眾，提供大眾無償使用。

使用者可以複製、修改、發布或展示該作品，亦可不經許可進行商業利用。

四個授權要素



姓名標示 attribution (BY)

使用者必須按照著作人或授權人所指定的方式，表彰其姓名，若未指定，則就：「著作人」、「作品名稱」、「CC授權」指定條款的資訊來標示。



相同方式分享表示 ShareAlike (SA)

若使用者變更、轉化或修改本著作的內容，則僅能依同樣的授權條款來散佈該衍生作品。

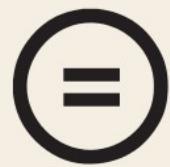
若授權人選擇此要素，表示該作品之後若被修改使用，新的衍生作品也只能用同樣的授權再次釋出，保持原作樂於被使用分享的初衷。



非商業性表示 NonCommercial (NC)

使用者不得因獲取商業利益或私人金錢報酬為主要目的來利用作品。

若授權人選擇此要素，那麼只能對該作品進行非商業性的使用。



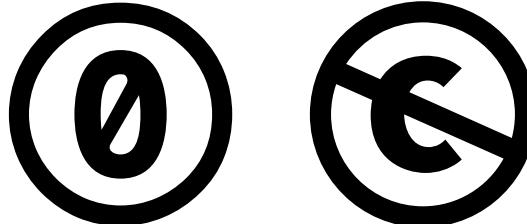
禁止改作表示 No Derivative works (ND)

使用者僅可重製作品不得變更、轉化或修改原著作的內容。

若授權人選擇此要素，表示使用者只能原封不動地利用該作品，不能修改該作品原始的創作內容。

六種授權條款

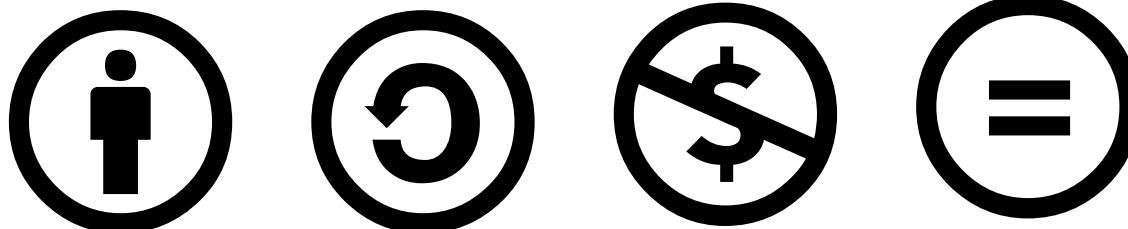
1st Tier



2nd Tier

CDLA-Permissive-2.0, O-UDA-1.0, C-UDA-1.0, CDLA-Sharing-1.0, Unlicense, 0BSD

3rd Tier



6. 開源 AI 定義

與共享式 AI 模組授權之應用提要

#OSI-approval licenses

#Open Source Definition / OSD

Popular: Apache-2.0, BSD-3-Clause, BSD-2-Clause,
GPL-2.0, GPL-3.0, LGPL-2.1, LGPL-3.0, MIT, MPL-2.0,
CDDL-1.0, EPL-2.0

Others:

Excluded: **SSPL, CCLC**

Commons Clause License

https://commonsclause.com

Commons Clause.

“Commons Clause” License Condition v1.0

The Software is provided to you by the Lessor 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 consulting/ support services related to the Software), a product or service whose value derives, entirely or substantially, from the functionality of the Software. Any license notice or attribution required by the License must

Server Side Public License

VERSION 1, OCTOBER 16, 2018

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TERMS AND CONDITIONS

0. Definitions.

“This License” refers to Server Side Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the



<https://www.mongodb.com/licensing/server-side-public-license>

Server Side Public License X SSPL compare to AGPL - SSPI X +

https://webassets.mongodb.com/_com_assets/legal/SSPL-compared-to-AGPL.pdf?_ga=2.44000357.1920973625.1681206549-1362674616.1637639409

1 頁, 共 17 頁 - + 160%

GNU AFFERO GENERAL PUBLIC LICENSE

Version 3, 19 November 2007

Server Side Public License

VERSION 1, OCTOBER 16, 2018

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Preamble

The GNU Affero General Public License is a free, copyleft license for software and other kinds of works, specifically designed to ensure cooperation with the community in the case of network server software. The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, our General Public Licenses are intended to guarantee your freedom to share and change all versions of a program—to make sure it remains free software for all its users.

...

only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

~~13. Remote Network Interaction; Use with the GNU General Public License Offering the Program as a Service.~~

Notwithstanding any other provision of this License, if you modify make the functionality of the Program, your or a modified version available to third parties as a service, you must prominently offer all users interacting make the Service Source Code available via network download to everyone at no charge, under the terms of this License. Making the functionality of the Program or modified version available to third parties as a service includes, without limitation, enabling third parties to interact with it the functionality of the Program or modified version remotely through a computer network (if your version supports such interaction) an opportunity to receive, offering a service the value of which entirely or primarily derives from the value of the Program

Source Available ≠ Open Source

源碼可及、僅是可及

並不擔保穩定的開放式利用狀態

AI 應用模組的授權認識

市面流通強勢的 AI 模組

原則上都不會是真正 OPEN

因為生成式 AI 的研發需耗極大成本

Google Gemini

Meta Llama

NARLabs TAIDE

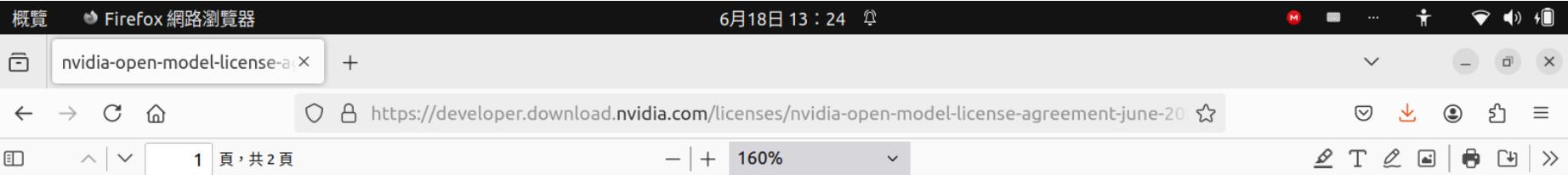
Model License

copyright

+

Use Policy

ethics



NVIDIA Open Model License Agreement

This NVIDIA Open Model License Agreement (the “Agreement”) is a legal agreement between the Legal Entity You represent, or if no entity is identified, You and NVIDIA Corporation and its Affiliates (“NVIDIA”) and governs Your use of the Models that NVIDIA provides to You under this Agreement. NVIDIA and You are each a “party” and collectively the “parties.”

NVIDIA models released under this Agreement are intended to be used permissively and enable the further development of AI technologies. Subject to the terms of this Agreement, NVIDIA confirms that:

- Models are commercially useable.
- You are free to create and distribute Derivative Models.
- NVIDIA does not claim ownership to any outputs generated using the Models or Model Derivatives.

By using, reproducing, modifying, distributing, performing or displaying any portion or element of the Model or Derivative Model, or otherwise accepting the terms of this Agreement, you agree to be bound by this Agreement.

1. **Definitions.** The following definitions apply to this Agreement:

- 1.1. “Derivative Model” means all (a) modifications to the Model, (b) works based on the Model, and (c) any other derivative works of the Model. An output is not a Derivative Model.
- 1.2. “Legal Entity” means the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, “control” means (a) the power, direct or indirect, to cause the

BIGSCIENCE OPEN RAIL-M LICENSE

Open Responsible AI Model

Use-based restrictions

The restrictions set forth in Attachment A are considered Use-based restrictions.

Therefore You cannot use the Model and the Derivatives of the Model for the specified restricted uses. You may use the Model subject to this License, including only for lawful purposes and in accordance with the License. Use may include creating any content with, finetuning, updating, running, training, evaluating and/or reparametrizing the Model. You shall require all of Your users who use the Model or a Derivative of the Model to comply with the terms of this paragraph (paragraph 5).

BIGSCIENCE OPEN RAIL-M LICENSE

開放課責人工智慧演算模型授權

使用限制 - 附件 A

- (a) 不得違反國際及該地區法令；**
- (b) 不得以任何方式傷害未成年人；**
- (c) 不得製造虛偽資訊來傷害他人；**
- (d) 不得用於個資追蹤來傷害他人；**
- (e) 所產出的任何圖形、程式碼、文章、布告等內容必須明註為機械產生；**

BIGSCIENCE OPEN RAIL-M LICENSE

開放課責人工智慧演算模型授權

使用限制 - 附件 A

- (f) 不得用於污蔑、誹謗或其他騷擾行為；
- (g) 不得用於假扮他人而未經該人同意 (deepfake)；
- (h) 不得用於對個人法定權利、承諾與義務的自動化負面傷害；
- (i) 不得用於對個人或特定族群的有意歧視、傷害、或行為預判；
- (j) 不得用於個人或特定族群的弱點分析並用之來傷害他們身心；

BIGSCIENCE OPEN RAIL-M LICENSE

開放課責人工智慧演算模型授權

使用限制 - 附件 A

- (k) 不得用於對個人或特定族群受法律保護的特性與分類進行歧視性影響；**
- (l) 不得用於提供醫藥建議及醫藥效果的說明；**
- (m) 不得用於司法部門、執法機構、移民、庇護流程相關資訊之產製與散布，例如不得用於對個人再犯罪行為之預測。**

AI 模型演算的授權範圍：

- 0 、允許各種目的使用，然限制要項除外。
- 1 、違反各國法律的事請自負其責
- 2 、違反國際法損害基本人權的事在哪都不行
- 3 、高風險事務未來必受各國監管須自負其責

(e) 所產出的任何圖形、程式
碼、文章、布告等內容**必須明註**
為機械產生；

Open Source

Worldwide

Perpetual, irrevocable

For any purpose

~~Open Source~~ → Source Available

Worldwide

~~Perpetual, irrevocable~~

~~For any purpose~~.....

AI 應用模組的重點考量

1.Limited **purpose**?

2.Limited **period**?

3.**Revocable**?

清楚辨析所選方案

的應用規範與授權

真正開源與準開源的差異

並非有源碼就是開源

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

AI 產出物

Output

AI 模組本身

Work

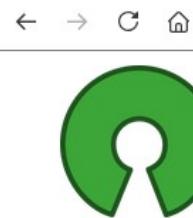
Opening up ChatGPT: tracking openness of instruction-tuned LLMs

⚡ FAccT'24 paper ⚡ Liesenfeld, Andreas, and Mark Dingemanse. 2024. 'Rethinking Open Source Generative AI: Open-Washing and the EU AI Act'. In *The 2024 ACM Conference on Fairness, Accountability, and Transparency (FAccT '24)*. Rio de Janeiro, Brazil: ACM. ([PDF](#)).

There is a growing amount of instruction-tuned text generators billing themselves as 'open source'. How open are they really? [🔗 FAccT'24](#) [🔗 CUI'23](#) [🔗 repo](#)

| Project
(maker, bases, URL) | Availability | | | | | | Documentation | | | | Access | | | |
|---|-----------------------------|----------|-------------|---------|------------|---------|---|--------------|----------|-------|-----------|-----------|---------|-----|
| | Open code | LLM data | LLM weights | RL data | RL weights | License | Code | Architecture | Preprint | Paper | Modelcard | Datasheet | Package | API |
| OLMo 7B Instruct
AI2 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | X | ✓ | ✓ | ✓ |
| | LLM base: OLMo 7B | | | | | | RL base: OpenInstruct | | | | | | 12.5 | |
| BLOOMZ
bigscience-workshop | ✓ | ✓ | ✓ | ✓ | ~ | ~ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | X | ✓ |
| | LLM base: BLOOMZ, mT0 | | | | | | RL base: xP3 | | | | | | 12.0 | |
| AmberChat
LLM360 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ~ | ~ | ✓ | X | ~ | ~ | X | ✓ |
| | LLM base: Amber | | | | | | RL base: ShareGPT + Evol-Instruct (sy...) | | | | | | 10.0 | |
| Open Assistant
LAION-AI | ✓ | ✓ | ✓ | ✓ | X | ✓ | ✓ | ✓ | ~ | X | X | X | ✓ | ✓ |
| | LLM base: Pythia 12B | | | | | | RL base: OpenAssistant Conversations | | | | | | 9.5 | |
| OpenChat 3.5 7B
Tsinghua University | ✓ | X | ✓ | X | ✓ | ✓ | ~ | ✓ | ✓ | ✓ | ~ | X | ✓ | ~ |
| | LLM base: Mistral 7B | | | | | | RL base: ShareGPT with C-RLFT | | | | | | 9.5 | |
| Pythia-Chat-Base-7...
togethercomputer | ✓ | ✓ | ✓ | ✓ | X | ✓ | ✓ | ✓ | ~ | X | ~ | ~ | ✓ | X |
| | LLM base: EleutherAI pythia | | | | | | RL base: OIG | | | | | | 9.5 | |
| Cohere OPT 144 | | | | | | | | | | | | | | |

<https://opening-up-chatgpt.github.io/>



open source
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The Open Source AI Definition – 1.0

version 1.0

[See FAQs](#)

[See list of endorsements](#)

[Endorse the OSAID](#)

<https://opensource.org/ai/open-source-ai-definition>

四大自由 -The Free Software Definition

1. 依照你的想法執行該程式的自由，無論任何目的（自由之零）。

Freedom to Use

2. 研究該程式如何運作的自由，並依照你的想法修改它以符合你的運算所需（自由之壹）。能存取程式的原始碼（source code）是這項自由的先決條件。

Freedom to Study

3. 再次散布程式副本的自由，如此你就能幫助他人（自由之貳）。

Freedom to Modify

4. 將你修改過後的版本散布給他人的自由（自由之參）。如此你就有機會讓你的改善惠及社群整體。能存取原始碼是這項自由的先決條件。

Freedom to Share

<https://www.gnu.org/philosophy/free-sw.zh-tw.html>

開源定義 -The Open Source Definition

1. 自由再散布 (Free Distribution)
2. 原始碼 (Source Code)
3. 衍生著作 (Derived Works)
4. 原創作者程式原始碼的完整性 (Integrity of The Author's Source Code)
5. 不得對任何人或團體有差別待遇 (No Discrimination Against Persons or Groups)
6. 對程式在任何領域內的利用不得有差別待遇 (No Discrimination Against Fields of Endeavor)
7. 散布授權條款 (Distribution of License)
8. 授權條款不得專屬於特定產品 (License Must Not Be Specific to a Product)
9. 授權條款不得限制其他軟體 (License Must Not Restrict Other Software)
10. 授權條款必須技術中立 (License Must Be Technology-Neutral)

<https://www.gnu.org/philosophy/free-sw.zh-tw.html>



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An Open Source AI is an AI system made available under terms and in a way that grant the freedoms¹ to:

- **Use** the system for any purpose and without having to ask for permission.
 - **Study** how the system works and inspect its components.
 - **Modify** the system for any purpose, including to change its output.
 - **Share** the system for others to use with or without modifications, for any purpose.

These freedoms apply both to a fully functional system and to discrete elements of a system. A precondition to exercising these freedoms is to have access to the preferred

<https://opensource.org/ai/open-source-ai-definition>



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MENU

Preferred form to make modifications to machine-learning systems

The preferred form of making modifications to a machine-learning system must include all the elements below:

- **Data Information:** Sufficiently detailed information about the data used to train the system so that a skilled person can build a substantially equivalent system. Data Information shall be made available under OSI-approved terms.
 - In particular, this must include: (1) the complete description of all data used for training, including (if used) of unshareable data, disclosing the provenance of the data, its scope and characteristics, how the data was obtained and selected,

Source Code-

Preferred form to make modifications

- **Data Information:** OSI-approved terms
- **Code:** OSI-approved licenses
- **Parameters:** OSI-approved terms
- **AI model & AI weights included**

OSI-approved **licenses** vs OSI-approved **terms**

We used the word "**terms**" instead of "**license**" for models because, as mentioned above, we do not yet know what the legal mechanism will be to assure that the models are available to use, study, modify and share. We used "terms" to avoid suggesting that a "**license**" is the only legal mechanism that could be used. That said, to **be approved by the OSI, the terms for parameters must assure the freedoms to use, study, modify and share.**

Open Source AI 不能被閉鎖在私有的產品裡

0. Open Source AI can NOT be caged.
1. Open Source AI can NOT be controlled.
2. Corresponding Source Code, Trained Data, AI Model, AI Weights, and even all the related Parameters.
3. 另行改寫、重作、另行增補資料，重啟模組和互動功能？

Open Source

會不會被 AI 寫程式消弭？

Ecosystem

建構開放標準統合
軟硬整合的生態系

打群架、打更兇

雙拳難敵四手

惡虎還怕群狼

THANK YOU

Lucien Cheng-Hsia Lin 林誠夏

E-mail: lucien.cc@gmail.com, contact@herdingfoss.com

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