

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.20250807

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

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

2025.08.09

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林誠夏 / Lucien C.H. Lin

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- 2、臺北市政府公共參與組市政顧問

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3. 爭議事件與相應的協調發展
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Outline

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2. Once modified, added to, or deleted.

3. Controversial Events

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ITRI Biomedical Project

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Observations on the Viral Online Dispute

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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 code tab is selected. The commit details show 1 file changed, specifically the LICENSE file, with 32 additions and 7 deletions. The diff view shows the changes made to the LICENSE file.

Commit 0e1a91b

legalibtdrlid authored and edwardlo12 committed 4 days ago

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master (#40)

1 parent 812fad5 commit 0e1a91b

The screenshot shows the detailed view of the commit '0e1a91b'. It highlights the 'LICENSE' file change. The file has 32 additions and 7 deletions. The diff view shows the specific changes made to the LICENSE file, with the first few lines being: '...', '@@ -1,6 +1,6 @@'.

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/0e1a91bda852f5c0e0412d1c782605e32b4466f7

1 file changed +32 -7 lines changed

LICENSE 8

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24 24

25 - Additional Clause

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26 26

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https://github.com/ITRI-BDL-D/MOHW_TWCoreIG/commit/0e1a91bda852f5c0e0412d1c782605e32b4466f7

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Tool | 臺灣醫療資訊

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

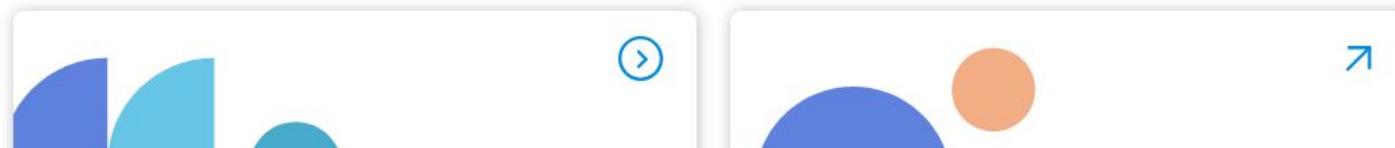
INTERNET ARCHIVE WayBack Machine 1 capture 14 Mar 2025

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：

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- 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>

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Validate Resources

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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% ☆

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Code Issues Pull requests Actions Projects Security Insights

Files main Go to file

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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

```
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FHIR-Universal-Conv x +

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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

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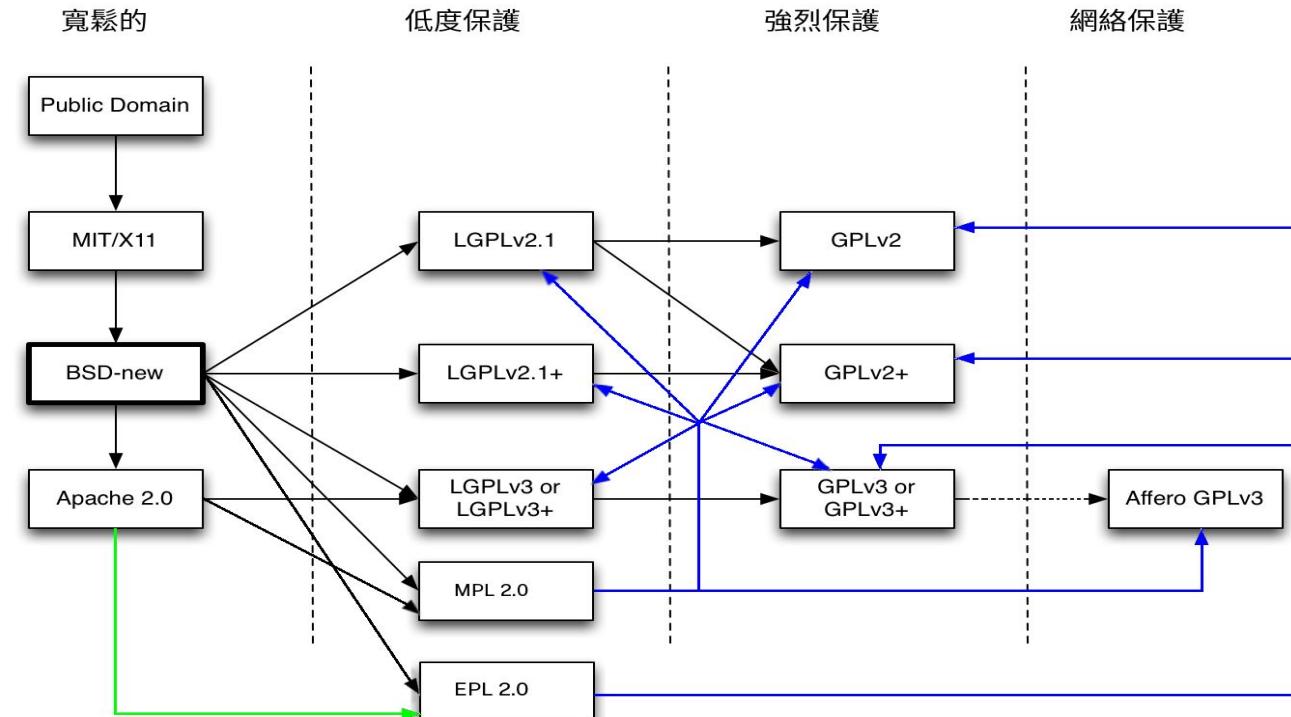
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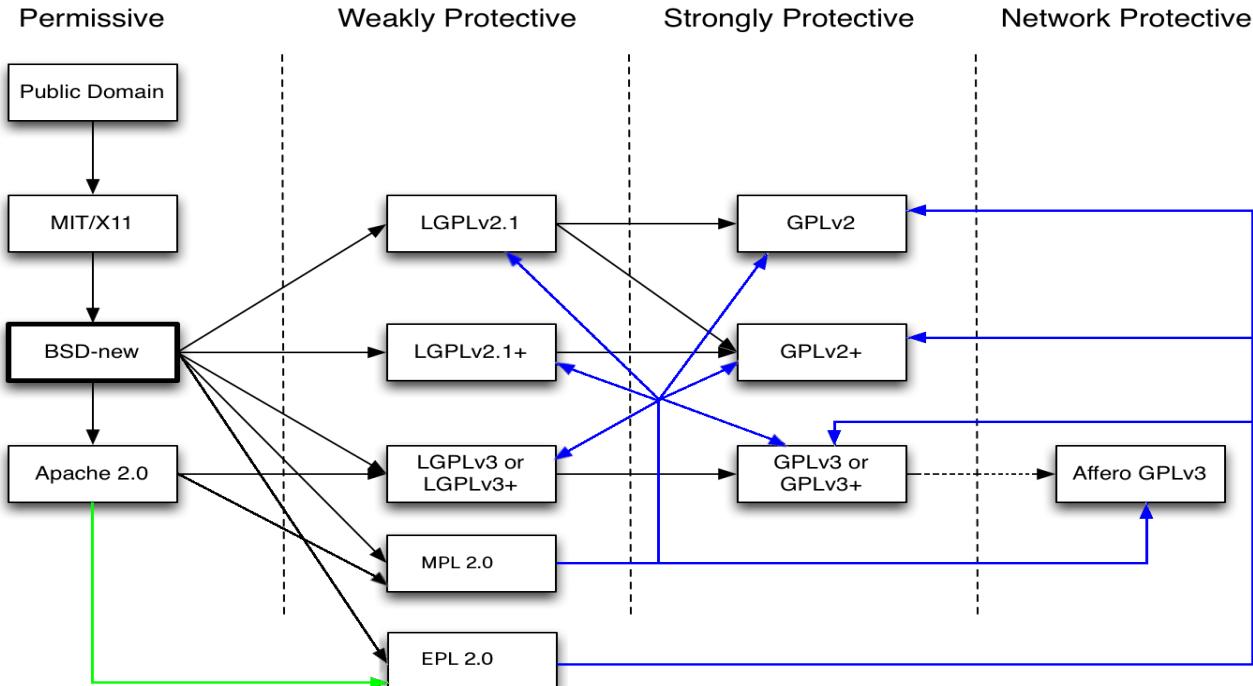
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PUBLIC DOMAIN	✓	✓	✓	✓	✓	✗	✓	✗
CC BY	✓	✓	✓	✓	✓	✗	✓	✗
CC BY SA	✓	✓	✓	✓	✗	✗	✗	✗
CC BY NC	✓	✓	✓	✗	✓	✗	✓	✗
CC BY ND	✗	✗	✗	✗	✗	✗	✗	✗
CC BY NC SA	✓	✓	✓	✗	✓	✗	✓	✗
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John Hunter began Matplotlib around 2003. 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.

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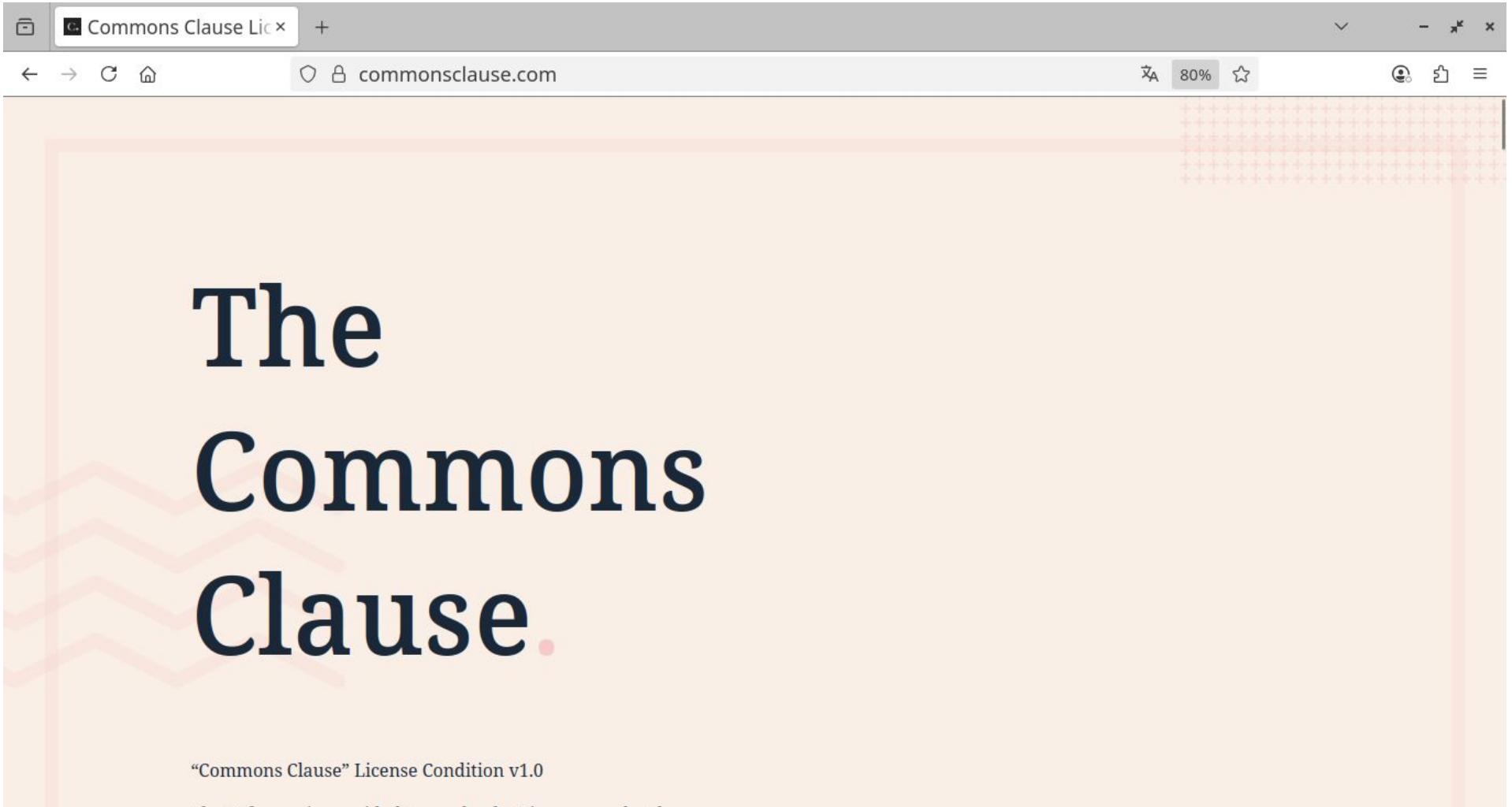
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3. 爭議事件與相應的協調發展

Controversial Events and Corresponding Coordination and Development



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The screenshot shows a web browser window with the title bar "Redis Labs' Modules x +". 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 starts with a section titled "Background". Below it is a paragraph of text, followed by a yellow-highlighted quote. A red circular icon with a white "r" logo is visible in the bottom right corner.

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

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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.



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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.

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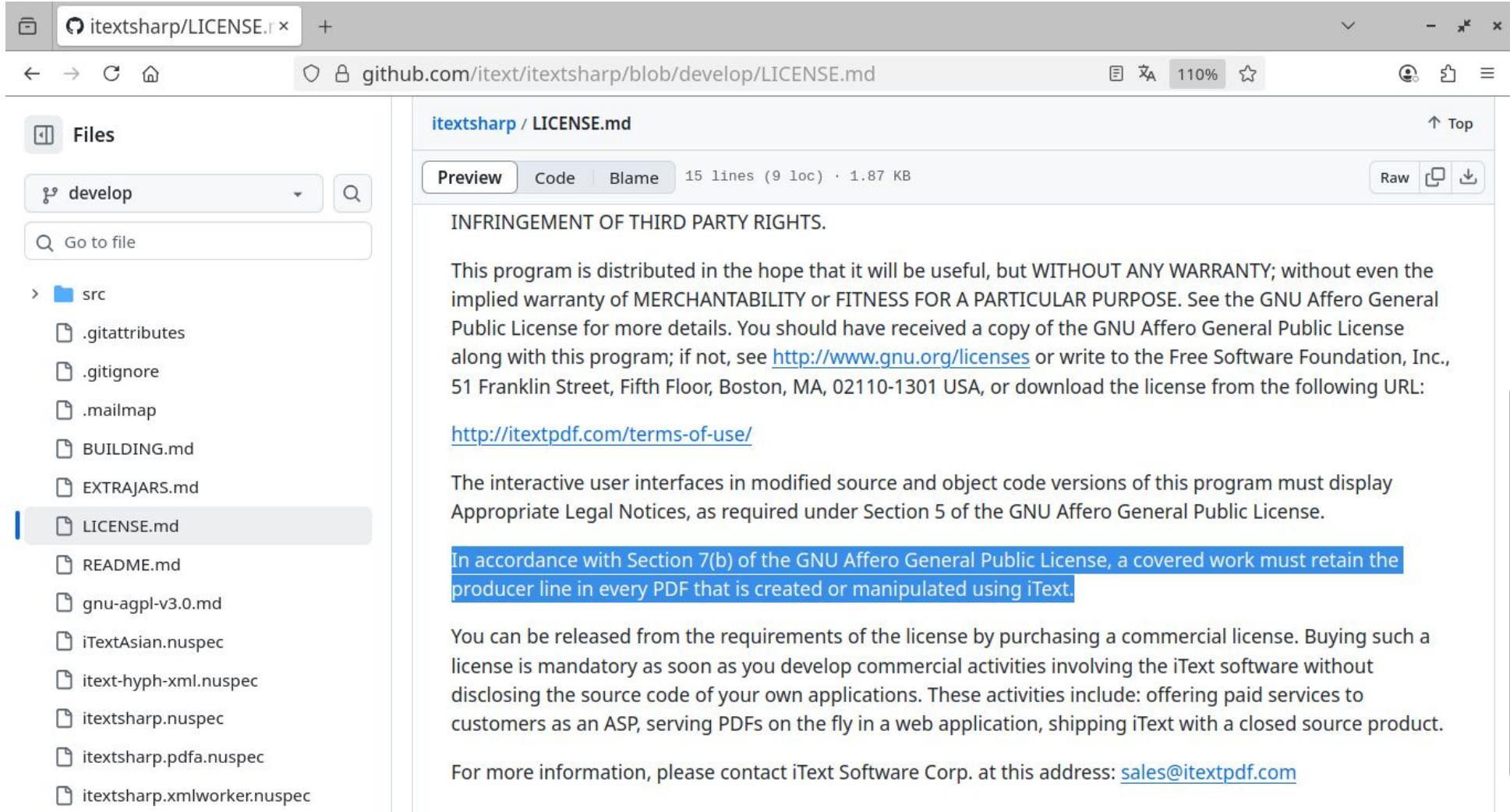
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About RSALv2



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<https://github.com/iText/iTextSharp/blob/develop/LICENSE.md>

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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*

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Software Version Control Visualization
gource.googlecode.com/



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<https://gource.io/>

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License Exceptions

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

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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

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GCC Runtime Library exception 2.0

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GCC Runtime Library exception 2.0

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GCC-exception-2.0

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- <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".

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