\* Do you want to agree to all of these clauses?

\* Are there was that they could be used strategically by a bad actor to undermine a contract written based on the assumption that all open source licenses act like GPL or Apache

\* When thinking about the right license for you? Perhaps we should look for licenses. I actually looked at RPL and thought, hmm, why isnt that used more. So many people complain about big cloud companies ripping them off, isnt this the open source license they are looking for?

\* If you are going to draft a new license? Can you borrow one of the clauses already approved in a existing license?

Only applies to Software

* 0BSD
* ISC

Rights

* Many licenses do not grant all of the copyright rights
* Some of the licenses only grant a subset of rights applicable to software
* FAIR only grants “usage rights”
* Patent rights sometimes are only the right to use
* Rights sometimes depend on if you are the maintainer. See LPPL for how the “current maintainer” is treated as having super user rights.
* Some of the rights have really specific conditions.
  + OGTSL lets you apply “apply bug fixes, portability fixes and other modifications derived from the Public Domain or from the Copyright Holder”
  + But if you otherwise modify the file
    - prominent notice in each changed file stating how and when you changed that file, and
    - “rename any non-standard executables and testcases so the names do not conflict with standard executables and testcases, which must also be provided, and provide a separate manual page for each non-standard executable and testcase that clearly documents how it differs from the Standard Version.”
* Sometimes you dont have the right to modify the software, but can only make patches - QPL-1.0
* The right to use the software is sometimes conditioned Watcom requires

You may use, reproduce, display, perform, modify and distribute Original Code .... Whenever reasonably feasible you should include the copy of this License in a click-wrap format, which requires affirmative acceptance by clicking on an "I accept" button or similar mechanism. If a click-wrap format is not included, you must include a statement that any use (including without limitation reproduction, modification or distribution) of the Software, and any other affirmative act that you define, constitutes acceptance of the License, and instructing the user not to use the Covered Code in any manner if the user does not accept all of the terms and conditions of the License. Watcom-1.0

Super User Rights

* QPL - If you release modifications, you grant to the initial developer of the Software to distribute your modification in future versions of the Software provided such versions remain available under these terms in addition to any other license(s) of the initial developer.
* Many licenses have list of compatibale licenses.
* Some makes you wonder what the point of any of the restrictions in licenses are since you can switch to so many different licenses. EUPL
* But sometimes it gives the license steward the power to modift the list
  + - * + 1.2 "Compatible Source License" means any one of the licenses listed on Exhibit B or at <https://www.helixcommunity.org/content/complicense> or other licenses specifically identified by Licensor in writing. Notwithstanding any term to the contrary in any Compatible Source License, any code covered by any Compatible Source License that is used with Covered Code must be made readily available in Source Code format for royalty-free use under the terms of the Compatible Source License or this License. - RPL
* to distribute or communicate copies of the Original Work and Derivative Works to the public, with the proviso that copies of Original Work You distribute or communicate shall be licensed under this Upstream Compatibility License and all Derivative Work You distribute or communicate shall be licensed under both this Upstream Compatibility License and the Apache License 2.0 or later; - UCL

Attribution

* GPG signed text - AAL
* Display Attribution Information - AAL
* You must mark each file as changed licensed under Apache-2.0
* You must display attribution information under Apache 2.0
* Include “Attribution Notice” in a prominent location reasonably calculted to inform recipets you have modified the work. - OSL-3.0

Covered Material

* Only Software
  + 0BSD
* Applies to Works of Authorship
  + Apache
  + AFL (plus documentation)
* Applies to source code, documentation and object code
  + APL
* Includes scripts (build, installation, etc…)
  + APL
  + GPL
  + AGPL
* Some are very broad - See RPL
  + Covers Derivative works
  + Any file containing the software
  + Any file that affects the functionality of the software
* Sleepcat

Redistributions in any form must be accompanied by information on how to obtain complete source code for the DB software and any accompanying software that uses the DB software.

Preserving Notices

* Framework - Keep in place pretty much all kinds of marks anywhere in the code base

Legal Notifications

* Describe the limitations on your license being offered - MPL derived software?
* Motosoto - If it is impossible for you to comply with any of the terms of this License with respect to some or all of the Licensed Product due to statute, judicial order, or regulation, then you must (i) comply with the terms of this License to the maximum extent possible, (ii) cite the statute or regulation that prohibits you from adhering to the License, and (iii) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 4(d), and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill at computer programming to be able to understand it.

New Licenses

* Weirdly one license prevents you from calling your new license “open source” unless it is approved by OSI - OSL and NPOSL
* Most licenses name the license steward.
* May licenses allow you to automatically use new versions of the license - RPL
* So licenses let the copyright holder publish a new license applicable to the software. - RPL
* LPPL has concept of current Maintainer which allows the current maintainer to distribute with few restrictions including in violation of the license terms.

Misc

* If you modify the AFL you agree not call something open source unless it is
* Any one who distributes CECILL software promises to get patent transferees to agree to the license

Charging for copies or distribution

* “The Program must be distributed without charge beyond the costs of physically transferring the files to the recipient.” OCLC

Network Copyleft

* AFL-3.0
* AGPL-3.0
* APL-1.0 (not governed by the license, but must display notice to “any party using” the work)
* APSL
* EU Datagrid gives a license to EUDatagrid anytime you publish modifications not accompanied with a written agreement.
* NPOSL
* OSL
* RPL
* UPL
* UCL
* Watcom

Publication Requirements

Watcom - Even when just using the code, you need to make it publically available

Distribution

Normal Question of what is covered by copyleft and when you need to distribute the corresponding source code along with a binary

But OGTSL only allows distribution if you

* accompany any non-standard executables and testcases with their corresponding Standard Version executables and testcases, giving the non-standard executables and testcases non-standard names, and clearly documenting the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.
* Required Publication
  + Must provide copy on request to initial developer - QPL

Termination

* Any patent action against Apple terminates all of the APSL
* Termination
  + Terminate on material breach - Python
  + Terminate immediately and never reinstate -
  + Terminate after thirty day if cured -
  + Condition only on compliance - MPL, OPL, MIT?
    - Explicit - MPL/OPL
    - Implicit - OPL
  + Some licenses only require to the extent permitted by law
  + Some licenses require perfect compliance or there is no license
* Terminate patent rights automatically if you file a patent action against the licensor, but terminates only on written notice from the licesoner if you sue a third party – RPSL

Warranty

* Warranties vary widely in wording
* Frequently does not include warranty against infringement
  + But sometimes explicitly includes representations around the province of the code and the right to license it
* Sometimes conditions license on warranty that doesn't have carve outs for limitations
* Frequently makes representations about the copyrights to code contributions
  + Warranty of Provenance (but some explicity don’t even do that (see NPOSL))
* Many licenses do not disclaim specific implied warranties
  + FAIR
* Conditition license on warranty - What happens when the warranty or liability disclaimer is a condition of the license and the disclaimer is not permitted in that jurisdictions law
* “This DISCLAIMER OF WARRANTY constitutes an essential part of this License. No license to the Original Work is granted by this License except under this disclaimer.” - OSL

Liability

* Often liability does not exclude willful actions or actions resulting in death
* Condition license on the liability limitation
* “This limitation of liability shall not apply to the extent applicable law prohibits such limitation.” - OSL
* Liability cap of $10 for RPSL
* Liability cap of $5,000 - RSCPL

Names of the licenses

RPL, RPSL, and RSCPL are all very different licenses.

Indemnification

* Indemnify other contributors are frequent requirement for distribution or giving a warranty of your own

Limitation on services

* Framework limits how much you can charge for related services

Choice of Law & Venue

* Named jurisdiction
  + - * RSCPL is California, except Ricoh can also seek injunctive relief any any competent jurisdiction
* Modifiable
* If one person is party to the dispute then the venue is in the Northern District of California, but California law always applies.
* Place of business
  + Of the Licensor
  + Of the Defendant - OPL
    - US State and National Government users have thier own state courts as venue and law

Statute of Limits

* 1 year from cause of action being known

Explicit License Compatibility/Conversion

* Not uncommon to explicity list other licenses the license is compatiable with.
* NPOSL forces you to use OSL, unless you are a nonprofit distributor. You need to pay attention to make sure you change the license before redistributing unless you are a non-proft.

Ongoing obligations

* Updating file describing legal restrictions as you discover them – MPL1.0
* You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained. - MPL 1.0
* Rewriting the program to avoid patents you learn about OCLC-2.0
* Notifing users that you learned that your program is covered by a patent OCLC-20

Distribution Requirements

Relationship of the parties

\* Uncommon to call this out. But does this have implications for claims of joint authorship?

12.2 Relationship of Parties. This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between or among You, Licensor or any Contributor, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. - RPSL

Network Copyleft

* OSL - means the use, distribution, or communication of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be used by anyone other than You
* AGPL

\* Plain Language Licenses

\* Simple Public License

\* plain language version of GPLv2

\* Otherwise unremarkable

Other than, Why is this not more popular. It seems like it failed at the essential purpose o f the license.

This Simple Public License 2.0 (SimPL-2.0 for short) is a plain language implementation of GPL 2.0. The words are different, but the goal is the same - to guarantee for all users the freedom to share and change software. If anyone wonders about the meaning of the SimPL, they should interpret it as consistent with GPL 2.0. (Preamble)

Snippet

* Providing the source code, build scripts, installation scripts, and interface definitions in a form that is easy to get and best to modify;
* Licensing it to everyone under SimPL, or substantially similar terms (such as GPL 2.0), without adding further restrictions to the rights provided;