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Various Licenses and Comments about Them

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This is a free software license. By itself, it has a copyleft comparable to the GPL's, and incompatible with it. However, it gives recipients ways to relicense the work under the terms of other selected licenses, and some of those—the Eclipse Public License in particular—only provide a weaker copyleft. Thus, developers can't rely on this license to provide a strong copyleft.

The EUPL allows relicensing to GPLv2 only and GPLv3 only, because those licenses are listed as two of the alternative licenses that users may convert to. It also, indirectly, allows relicensing to GPL version 3 or any later version, because there is a way to relicense to the CeCILL v2, and the CeCILL v2 gives a way to relicense to any version of the GNU GPL.

To do this two-step relicensing, you need to first write a piece of code which you can license under the CeCILL v2, or find a suitable module already available that way, and add it to the program. Adding that code to the EUPL-covered program provides grounds to relicense it to the CeCILL v2. Then you need to write a piece of code which you can license under the GPLv3+, or find a suitable module already available that way, and add it to the program. Adding that code to the CeCILL-covered program provides grounds to relicense it to GPLv3+.

Fraunhofer FDK AAC license (#fdk)

This is a free software license as far as it goes. It is incompatible with any version of the GNU GPL.

It has a special danger in the form of a term expressly stating it does not grant you any patent licenses, with an invitation to buy some. Because of this, and because the license author is a known patent aggressor, we encourage you to be careful about using or redistributing software under this license: you should first consider whether the licensor might aim to lure you into patent infringement. If you conclude that the program is bait for a patent trap, it would be wise to avoid the program.

It is possible that the pertinent patents have expired. Depending on whether Fraunhofer still has active patents covering the work, the software might be a trap now, or not. (Of course, any program is potentially threatened by patents, and the only way to end that is to change patent law to <u>make software safe from patents</u>.)

Gnuplot license (#gnuplot)

This is a free software license, incompatible with the GNU GPL.

IBM Public License, Version 1.0 (#IBMPL)

This is a free software license. Unfortunately, it has a choice of law clause which makes it incompatible with the GNU GPL.

Jabber Open Source License, Version 1.0 (#josl)

The license is a free software license, incompatible with the GPL. It permits relicensing under a certain class of licenses, those which include all the requirements of the Jabber license. The GPL is not a member of that class, so the Jabber license does not permit relicensing under the GPL. Therefore, it is not compatible.

LaTeX Project Public License 1.3a (#LPPL-1.3a)

We have not written a full analysis of this license, but it is a free software license, with less stringent requirements on distribution than LPPL 1.2 (described next). It is still incompatible with the GPL because some modified versions must include a copy of or pointer to an unmodified version.

LaTeX Project Public License 1.2 (#LPPL-1.2)

This license is an incomplete statement of the distribution terms for LaTeX. As far as it goes, it is a free software license, but incompatible with the <u>GPL</u> because it has many requirements that are not in the GPL.

This license contains complex and annoying restrictions on how to publish a modified version, including one requirement that falls just barely on the good side of the line of what is acceptable: that any modified file must have a new name.

The reason this requirement is acceptable for LaTeX is that TeX has a facility to allow you to map file names, to specify "use file bar when file foo is requested". With this facility, the requirement is merely annoying; without the facility, the same requirement would be a serious obstacle, and we would have to conclude it makes the program nonfree.

This condition may cause trouble with some major modifications. For example, if you wanted to port an LPPL-covered work to another system that lacked a similar remapping facility, but still required users to request this file by name, you would need to implement a remapping facility too to keep this software free.

That would be a nuisance, but the fact that a license would make code nonfree if transplanted into a very different context does not make it nonfree in the original context.

The LPPL says that some files, in certain versions of LaTeX, may have additional restrictions, which could render them nonfree. For this reason, it may take some careful checking to produce a version of LaTeX that is free software.

The LPPL makes the controversial claim that simply having files on a machine where a few other people could log in and access them in itself constitutes distribution. We believe courts would not uphold this claim, but it is not good for people to start making the claim.

Please do not use this license for any other project.

Note: These comments are for version 1.2 (3 Sep 1999) of the LPPL.

Lucent Public License Version 1.02 (Plan 9 license) (#lucent102)

This is a free software license, but it is incompatible with the GNU GPL because of its choice of law clause. We recommend that you not use this license for new software that you write, but it is ok to use and improve Plan 9 under this license.

Microsoft Public License (Ms-PL) (#ms-pl)

This is a free software license; it has a copyleft that is not strong, but incompatible with the GNU GPL. We urge you not to use the Ms-PL for this reason.

Microsoft Reciprocal License (Ms-RL) (#ms-rl)

This is a free software license. It's based on the <u>Microsoft Public License</u>, and has an additional clause to make the copyleft just a little bit stronger. It's also incompatible with the GNU GPL, and we urge you not to use the Ms-RL for this reason.

Mozilla Public License (MPL) version 1.1 (#MPL)

This is a free software license which is not a strong copyleft; unlike the X11 license, it has some complex restrictions that make it incompatible with the GPL. That is, a module covered by the GPL and a module covered by the MPL cannot legally be linked together. We urge you not to use the MPL 1.1 for this reason.

However, MPL 1.1 has a provision (section 13) that allows a program (or parts of it) to offer a choice of another license as well. If part of a program allows the GNU GPL as an alternate choice, or any other GPL-compatible license as an alternate choice, that part of the program has a GPL-compatible license.

MPL version 2.0 has a number of improvements, including GPL-compatibility by default. See that entry for details.

Netizen Open Source License (NOSL), Version 1.0 (#NOSL)

This is a free software license that is essentially the same as the Mozilla Public License version 1.1. Like the MPL, the NOSL has some complex restrictions that make it incompatible with the GNU GPL. That is, a module covered by the GPL and a module covered by the NOSL cannot legally be linked together. We urge you not to use the NOSL for this reason.

Netscape Public License (NPL), versions 1.0 and 1.1 (#NPL)

This is a free software license, not a strong copyleft, and incompatible with the GNU GPL. It consists of the Mozilla Public License version 1.1 with an added clause that permits Netscape to use your added code *even in their proprietary versions of the program*. Of course, they do not give *you* permission to use *their* code in the analogous way. We urge you not to use the NPL.

Nokia Open Source License (#Nokia)

This is similar to the Mozilla Public License version 1: a free software license incompatible with the GNU GPL.

Old OpenLDAP License, Version 2.3 (#oldOpenLDAP)

This is a permissive non-copyleft free software license with a few requirements (in sections 4 and 5) that render it incompatible with the GNU GPL. Note that the latest version of OpenLDAP has a <u>different license</u> that is compatible with the GNU GPL.

We urge you not to use the older OpenLDAP license for software you write. However, there is no reason to avoid running programs that have been released under this license.

Open Software License, all versions through 3.0 (#OSL)

The Open Software License is a free software license. It is incompatible with the GNU GPL in several ways.

Recent versions of the Open Software License have a term which requires distributors to try to obtain explicit assent to the license. This means that distributing OSL software on ordinary FTP sites, sending patches to ordinary mailing lists, or storing the software in an ordinary version control system, is arguably a violation of the license and would subject you to possible termination of the license. Thus, the Open Software License makes it very difficult to develop software using the ordinary tools of free software development. For this reason, and because it is incompatible with the GPL, we recommend that no version of the OSL be used for any software.

We urge you not to use the Open Software License for software you write. However, there is no reason to avoid running programs that have been released under this license.

OpenSSL license (#OpenSSL)

The license of OpenSSL is a conjunction of two licenses, one called "OpenSSL License" and the other being the license of SSLeay. You must follow both. The combination results in a copyleft free software license that is incompatible with the GNU GPL. It also has an advertising clause like the <u>original BSD license</u> and the <u>Apache 1 license</u>.

We recommend using GNUTLS instead of OpenSSL in software you write. However, there is no reason not to use OpenSSL and applications that work with OpenSSL.

Phorum License, Version 2.0 (#Phorum)

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PHP License, Version 3.01 (#PHP-3.01)

This license is used by most of PHP4. It is a non-copyleft free software license. It is incompatible with the GNU GPL because it includes strong restrictions on the use of "PHP" in the name of derived products.

We recommend that you not use this license for anything except PHP add-ons.

License of Python 1.6b1 through 2.0 and 2.1 (#PythonOld)

This is a free software license but is incompatible with the GNU GPL. The primary incompatibility is that this Python license is governed by the laws of the State of Virginia, in the USA, and the GPL does not permit this.

Q Public License (QPL), Version 1.0 (#QPL)

This is a non-copyleft free software license which is incompatible with the GNU GPL. It also causes major practical inconvenience, because modified sources can only be distributed as patches.

We recommend that you avoid using the QPL for anything that you write, and use QPL-covered software packages only when absolutely necessary. However, this avoidance no longer applies to Qt itself, since Qt is now also released under the GNU GPL.

Since the QPL is incompatible with the GNU GPL, you cannot take a GPL-covered program and QPL-covered program and link them together, no matter how.

However, if you have written a program that uses QPL-covered library (called FOO), and you want to release your program under the GNU GPL, you can easily do that. You can resolve the conflict *for your program* by adding a notice like this to it:

As a special exception, you have permission to link this program with the FOO library and distribute executables, as long as you follow the requirements of the GNU GPL in regard to all of the software in the executable aside from FOO.

You can do this, legally, if you are the copyright holder for the program. Add it in the source files, after the notice that says the program is covered by the GNU GPL.

RealNetworks Public Source License (RPSL), Version 1.0 (#RPSL)

The RPSL is a free software license that is GPL-incompatible for a number of reasons: it requires that derivative works be licensed under the terms of the RPSL, and mandates that any litigation take place in Seattle, Washington.

Sun Industry Standards Source License 1.1 (#SISSL)

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License of xinetd (#xinetd)

This is a copyleft free software license, incompatible with the GPL. It is incompatible because it places extra restrictions on redistribution of modified versions that contradict the redistribution requirements in the GPL.

Yahoo! Public License 1.1 (#Yahoo)

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This license is used by one part of PHP4. It is a non-copyleft free software license which is incompatible with the GNU GPL, and has <u>practical problems</u> like those of the original BSD license.

We recommend that you not use this license for anything you write.

Zimbra Public License 1.3 (#Zimbra)

This license is identical to the <u>Yahoo! Public License 1.1</u>, except that the license is provided by VMWare instead of Yahoo!. Our comments there apply here as well; this is a GPL-incompatible, partial copyleft free software license.

Zope Public License version 1 (#Zope)

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We urge you not to use the ZPL version 1 for software you write. However, there is no reason to avoid running programs that have been released under this license, such as previous versions of Zope.

Version 2.0 of the Zope Public License is GPL-compatible.

Nonfree Software Licenses (#NonFreeSoftwareLicenses)

The following licenses do not qualify as free software licenses. A nonfree license is automatically incompatible with the GNU GPL.

Of course, we urge you to avoid using nonfree software licenses, and to avoid nonfree software in general.

There is no way we could list all the known nonfree software licenses here; after all, every proprietary software company has its own. We focus here on licenses that are often mistaken for free software licenses but are, in fact, **not** free software licenses.

We have provided links to these licenses when we can do so without violating our general policy: that we do not make links to sites that promote, encourage or facilitate the use of nonfree software packages. The last thing we want to do is give any nonfree program some gratis publicity that might encourage more people to use it. For the same reason, we have avoided naming the programs for which a license is used, unless we think that for specific reasons it won't backfire.

No license (#NoLicense)

If source code does not carry a license to give users the four essential freedoms, then unless it has been explicitly and validly placed in the public domain, it is not free software.

Some developers think that code with no license is automatically in the public domain. That is not true under today's copyright law; rather, all copyrightable works are copyrighted by default. This includes programs. Absent a license to grant users freedom, they don't have any. In some countries, users that download code with no license may infringe copyright merely by compiling it or running it.

In order for a program to be free, its copyright holders must explicitly grant users the <u>four essential freedoms</u>. The document with which they do so is called a *free software license*. This is what free software licenses are for.

Some countries allow authors to put code in the public domain, but that requires explicit action. If you wish to do that, the method we recommend is to use <u>CCO</u>, which also works in other countries by putting on a license that is more or less equivalent to public domain. However, in most cases it is <u>better to copyleft your code</u> to assure that freedom reaches all users of the code.

Code written by employees of the US government is a special exception, since US copyright law explicitly puts that in the public domain; but this does not apply to works that the US pays a company to write. It also does not apply to other countries, many of which do allow the state to have a copyright on government writings.

Aladdin Free Public License (#Aladdin)

Despite its name, this is not a free software license because it does not allow charging for distribution, and largely prohibits simply packaging software licensed under it with anything for which a charge is made.

Anti-996 License (#Anti-996)

This is not a free software license. It places restrictions on the freedom to use the program for any purpose.

Please do not use this license for your own software. We will avoid using software under this license, as we do all other nonfree software.

Apple Public Source License (APSL), version 1.x (#apsl1)

Versions 1.0, 1.1 and 1.2 are <u>not free software licenses</u>. Please don't use these licenses, and we urge you to avoid any software that has been released under them. <u>Version 2.0 of the APSL</u> is a free software license.

Artistic License 1.0 (#ArtisticLicense)

We cannot say that this is a free software license because it is too vague; some passages are too clever for their own good, and their meaning is not clear. We urge you to avoid using it, except as part of the disjunctive license of Perl.

AT&T Public License (#ATTPublicLicense)

The AT&T Public License is a nonfree license. It has several serious problems:

1. The patent license is voided by any modification, no matter how small, of the pertinent code.

- 2. You must demand a written agreement when you distribute the sources or patches.
- 3. It requires notifying AT&T if you distribute a patch.
- 4. Your license can be terminated through no fault of yours, under section 8/3.
- 5. It makes compliance with export control laws a condition of the license.
- 6. Some versions of the license require you to provide support.
- 7. Some versions of the license say you cannot sell a copy of the software for more than the expense of distribution.

The license has two other obnoxious features:

- 1. It has a very broad reverse license to AT&T, which goes far beyond the use of your code, even your code modified.
- 2. It asserts one needs a license from AT&T to make a link to their web site. This is not an immediate practical problem, since the license says it gives permission to make such a link. (Anyway, people shouldn't make links to sites about nonfree software.) But such a claim should not be made or propagated.

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The Code Project Open License is not a free software license. Section 5.6 restricts how you can use the work. Section 5.4 prohibits commercial distribution of the software by itself—and depending on how you read section 3.4, you may not have permission to distribute the software by itself at all.

Commons Clause (#comclause)

The "Commons Clause" is a nonfree license because it forbids selling copies of the program, and even running the program as part of implementing any commercial service. Adding insult to injury, it also twists the words "commons" and "sell."

We urge people to reject programs under this license and to develop free replacements. Where a previous version was available as free software, continuing development of that version is an option.

CNRI Digital Object Repository License Agreement (#DOR)

This license is non-free because of Article 3, which arguably includes a requirement not to violate the license of *any* program that the user runs—even proprietary programs.

eCos Public License, version 1.1 (#eCos11)

This was the old license of eCos. It is not a free software license, because it requires sending every published modified version to a specific initial developer. There are also some other words in this license whose meaning we're not sure of that might also be problematic.

Today eCos is available under the GNU GPL with additional permission for linking with nonfree programs.

The Hippocratic License 1.1 (#hippocratic)

This is not a free software license, because it <u>restricts what jobs users can use the software for</u>. That denies freedom 0. This entry was previously listed as the First Do No Harm license.

GPL for Computer Programs of the Public Administration (#GPL-PA)

The GPL-PA (whose original name in Portuguese is "Licença Pública Geral para Administração Pública") is nonfree for several reasons:

- It permits use only in "normal circumstances".
- It does not allow distribution of source code without binaries.
- Its permissions lapse after 50 years.

Hacktivismo Enhanced-Source Software License Agreement (HESSLA) (#HESSLA)

This is not a free software license, because it <u>restricts what jobs people can use the software for, and restricts in substantive ways what jobs modified versions of the program can do</u>.

Jahia Community Source License (#Jahia)

The Jahia Community Source License is not a free software license. Use of the source code is limited to research purposes.

The JSON License (#JSON)

This is the license of the original implementation of the JSON data interchange format. This license uses the Expat license as a base, but adds a clause mandating: "The Software shall be used for Good, not Evil." This is a restriction on usage and thus conflicts with freedom 0. The restriction might be unenforcible, but we cannot presume that. Thus, the license is nonfree.

Old license of ksh93 (#ksh93)

ksh93 used to be shipped with an original license that was not a free software license. One reason for this is that it required that all changes be sent to the developer.

License of Lha (#Lha)

The lha license must be considered nonfree because it is so vague that you cannot be sure what permissions you have.

Microsoft's Shared Source CLI, C#, and Jscript License (#Ms-SS)

This license does not permit commercial distribution, and only allows commercial use under certain circumstances.

Microsoft has other licenses which it describes as "Shared Source", some of which have different restrictions.

NASA Open Source Agreement (#NASA)

The NASA Open Source Agreement, version 1.3, is not a free software license because it includes a provision requiring changes to be your "original creation". Free software development depends on combining code from third parties, and the NASA license doesn't permit this.

We urge you not to use this license. In addition, if you are a United States citizen, please write to NASA and call for the use of a truly free software license.

Oculus Rift SDK License (#OculusRiftSDK)

This is not a free software license; it has several fatal flaws.

- One can't redistribute anything less than the whole program libOVR.
- One's distribution rights can be terminated on vague conditions.
- Those who make modified versions are required to send them to Oculus on demand.
- Use is allowed only with their product.
- New license versions totally supplant old versions, which means that permissions already given can be withdrawn.

There might be additional fatal flaws; after seeing this many, we stopped looking for more.

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Peer-Production License (#PPL)

The Peer-Production License is not a free software license because it restricts who can redistribute the program and for what purpose. It also does not give anyone permission to run the program.

The PPL has several provisions designed specifically for artistic performances, and we have nothing against its use for art works; however, people reportedly advocate its use for software too. The PPL should not be used for software, manuals, or other works that ought to be free.

Personal Public License Version 3a (#PPL3a)

The Personal Public License Version 3a is a nonfree license because it denies some users (organizations, governments, businesses) the four freedoms.

License of PINE (#PINE)

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This is not a free software license; it lacks essential freedoms such as the right to make and use private changes. Of course you should not use this license, and we urge you to avoid any software that has been released under it. A detailed discussion of this license is also available.

In September 2002 it was observed that the published license for Plan 9 had been modified, adding more restrictions to it, although its date still said 09/20/00. However, a <u>further license change in 2003 made Plan 9 free software</u>.

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The Reciprocal Public License is a nonfree license because of three problems. 1. It puts limits on prices charged for an initial copy. 2. It requires notification of the original developer for publication of a modified version. 3. It requires publication of any modified version that an organization uses, even privately.

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Scratch 1.4 license (#Scratch)

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The original Squeak license, as applied to software, is not a free software license because it requires all users in whatever country to obey US export control laws. As applied to fonts, it also does not permit modification.

In addition, it has a requirement for users to indemnify the developer, which is enough to make many users think twice about using it at all.

Recent versions of Squeak (from 4.0 on) are released under an Expat-style License with some portions of the code under the Apache License 2.0.

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Sun Solaris Source Code (Foundation Release) License, Version 1.1 (#SunSolarisSourceCode)

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Sybase Open Watcom Public License version 1.0 (#Watcom)

This is not a free software license. It requires you to publish the source code publicly whenever you "Deploy" the covered software, and "Deploy" is defined to include many kinds of private use.

SystemC "Open Source" License, Version 3.0 (#SystemC-3.0)

This license requires all recipients to proactively help the licensor enforce its trademarks. This is an unreasonable condition to place on users' rights, so the license is nonfree. It also has other practical problems: some of the requirements are vague, and it uses the term <u>"intellectual property"</u>.

Despite the name, it is not clear whether this license would qualify as "open source". However, our judgment of it is not based on that.

Truecrypt license 3.0 (#Truecrypt-3.0)

This license is nonfree for several reasons. It says that if you don't understand the license you may not use the program. It puts conditions on allowing others to run your copy. It puts conditions on separate programs that "depend on" Truecrypt. The trademark condition applies to "associated materials".

There are other points in the license which seem perhaps unacceptable, and in our uncertainty about them we delayed in posting our evaluation. We have posted it now to explain why we do not mourn the demise of Truecrypt. There are <u>free programs that do the same job</u>.

University of Utah Research Foundation Public License (#UtahPublicLicense)

The University of Utah Research Foundation Public License is a nonfree license because it does not allow commercial redistribution. It also purports to restrict commercially running the software and even commercially giving consultation about it. Those restrictions are probably not legally enforceable under US copyright law, but they might be in some countries; even asserting them is outrageous.

The use of this license by the University of Utah exemplifies a <u>dangerous trend for universities to restrict knowledge</u> rather than contributing it to the public.

If a university tries to impose a license like this on the software you are writing, don't give up hope. With persistence and firmness, and some forethought, it is possible to prevail over money-grabbing university administrators.

The earlier you raise the issue, the better.

YaST License (#YaST)

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(The YaST software itself no longer uses this nonfree YaST license; happily, it is now free software, released under the GNU GPL.)

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