

Software Licensing

(short overview)

Programming Techniques II HS15

Legalism: Copyright

Copyright of a creator:

- legal right as per jurisdiction
- exclusive use & distribution of original work
- covers expression of ideas
- implicitly granted
- limited (expiration, fair use)

Legalism: License

License between parties:

- legal instrument governed by contract law
- grants rights, imposes restrictions
- allocates responsibility and liability

License Properties

- Duration: limited / renewable / perpetual
- Application permissions
- Warranty / Liability
- Price & Deployment (per use, per seat ↔ volume)
- Redistribution
- Upgrade policy
- Attribution / Branding
- Copyleft (permissive ↔ viral)

Earning Money with Software

- For distribution (licensing fee, shipping, authenticity)
- Work for hire (product, feature contract, SAAS)
- Per use (trialware)
- Support
- Donations

Source Visibility

Open Source: code is visible

(software is understood through the source)

The OSI Definition contains much more:

<https://opensource.org/osd-annotated>

Ideological Classification

Software as Property

Free and Open
Source (FOSS)

Consider when granting monopoly rights:

work of copy? → resources consumed

lend / borrow expressions of ideas? → DRM

delete / forget?

Properties

open

↔

closed

free
(freedom!)

↔

proprietary

gratis

↔

commercial

Clean-Room Implementation

Reverse engineering technique, side-steps copyright:

- Person A examines object and builds specification documentation from behavioural observations
- Person B only receives the documentation and builds an object to match the behaviour

Legalism: Patents

Patent of an inventor:

- legal right as per jurisdiction
- exclusive implementation of new* idea
- covers implementation of ideas
- explicitly acquired (often expensive)
- limited (expiration)

*novel, useful, non-obvious

Legalism: **Software** Patents

Patent of an inventor:

- legal right as per jurisdiction
- exclusive implementation of new* idea
- covers **implementation** ~~of~~ ideas
- explicitly acquired (often expensive)
- limited (expiration)

*novel, useful, non-obvious

Legalism: Software Patents

United States Patent
Jaaskelainen

5,301,348
April 5, 1994

Dynamic progress marking icon

Abstract

A dynamic progress marker icon is disclosed that dynamically changes to mark the progress of a task. In this manner, the user is kept informed of the status of a task being performed without resorting to language sensitive messages such as "Now processing object number 12 of 100". The icon does not require a graphics display to be used and therefore can be used on both graphics and non-graphics displays. The icon of the prepared embodiment has five rows consisting of four percent (%) symbols surrounded by a border. At the beginning of a task, a task monitor quantifies the task into substantially equivalent task work units. All twenty "%" symbols are present and displayed to the user. When the task monitor determines that one task work unit has completed, one "%" symbol is replaced in the icon by a replacement character, such as a blank or null character. The replacement of one "%" symbol each time a task work unit completes continues until all of the "%" symbols are replaced, indicating 100% completion of the task. The order in which symbols inside the icon are replaced is determined by a pattern array and can be modified if desired. The symbols used inside the icon and for the border are selected to be available in virtually all languages, and can also be modified to meet the needs of a particular user.

Legalism: Software Patents

The European Patent Convention

Article 52 – Patentable inventions

(2) The following in particular shall not be regarded as inventions within the meaning of paragraph 1:

(c) schemes, rules and methods for performing mental acts, playing games or doing business, and **programs for computers**;

(3) Paragraph 2 shall exclude the patentability of the subject-matter or activities referred to therein only to the extent to which a European patent application or European patent relates to such subject-matter or activities as such.

Legalism: Software Patents

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Build a machine and patent it as implementation!

Decision (FOSS Licenses)

Consider your use case!

<http://choosealicense.com/licenses/>

<http://oss-watch.ac.uk/apps/licdiff/>

Examples

- GPL
 - copyleft, open, commercial
- Apache
 - permissive, open, commercial
- MIT
- EULA
- Shareware/Freeware
- Public Domain

GNU General Public License (GPL)

- The freedom to run the program as you wish, for any purpose (freedom 0).
- The freedom to study how the program works, and change it so it does your computing as you wish (freedom 1). Access to the source code is a precondition for this.
- The freedom to redistribute copies so you can help your neighbor (freedom 2).
- The freedom to distribute copies of your modified versions to others (freedom 3). By doing this you can give the whole community a chance to benefit from your changes. Access to the source code is a precondition for this.

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- Roll your own (or cleanroom-reimplement one)

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For Researchers

- Pick an established license (proliferation is a mess)
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- Ownership: most work contracts transfer ownership of code to your employer