

Misunderstandings of OSS licenses

This document summarizes misunderstandings which are often appeared in articles on the internet and questions in seminars etc. Please note that this document includes some topics related only to Japan. You can make additions or modifications on this document, for this document can be used under the CC0-1.0(Public Domain). In no event shall the author be liable with regard to the contents of this document.

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If not prohibited, can I use it?

Question

An program can be downloaded at an web site on the internet. Because there is no license condition and commercial use is not prohibited, can I include the program into our product?

Answer No

- ◆ Even if downloadable for free, it may not be an OSS.
- ◆ According to copyright laws, the rights to copy, modify, and distribute are solely belong to the copyright holder.
- ◆ Without permission of the right from the copyright holder, you cannot use the program for your product.

If another section have used it, can I use it?

Question

When investigating OSSs which I can use, I found out that an OSS used by another section in my company has required function for our product. Can I regard that I can follow license condition because the another section have used that OSS?

Answer No

- ◆ Whether you can follow the license condition or not depends on the object and methods for using the OSS. You need to refer to the license condition and confirm that your use of the OSS follows the condition.
- ◆ For example, when the OSS is used only in your company, the condition for distribute does not matter. But if you include the OSS into your product, you need to follow the condition of the distribution.

Doesn't OSS relate to patent infringement?

Question

Because free use of OSS is permitted, can I think that OSS does not relate to patent infringement?

Answer No

- ◆ Although the OSS developer licensed his patent to the OSS user, another person may have related patent.
- ◆ Therefore, if the OSS infringes the another person's patent, the patentee may request compensation for damage or injunction of your product.

If I contribute to OSS community,
do I need to abandon my patent?

Question

When contributing a program to OSS community, does the contributor need to abandon his patent?

Answer No

- ◆ Contributor has no duty to abandon his registered patents.
- ◆ Contributor cannot request injunction or compensate for damage against the OSS which were contributed on the premise that the contributor permits free use.
- ◆ But the contributor can exercise the patent against another product which is not related the OSS.

If not modified, don't I need to provide source code?

Question

Some licenses such as GPL, MPL, and EPL stipulate a duty to provide source code. As long as I don't modify the OSS, don't I need to provide source code, even though I include the OSS into a product?

Answer Yes

- ◆ The license condition of GPL, MPL, and EPL requires to provide source code when binary OSS is provided, regardless of whether the OSS is modified or not.
- ◆ Therefore, if you sell your product including binary OSS, you need to provide the source code too.
- ◆ By the way, we often think that a customer who obtained a product can obtain the same source code from an OSS download site, but once the site is updated, the OSS may not be downloaded any more. So, it is recommended for you to keep the originally downloaded source code and provide customer with it.

If modified, do I need to provide the modified source?

Question

If I modify an OSS, do I need to provide the modified source code to OSS community?

Answer No

- ◆ Although it depends on license, under many licenses(GPL, MPL, EPL etc.) provision of the modified source code to the community is voluntary and not a duty.
- ◆ However, you need to confirm the license condition of the OSS because the OSS developer can define the license condition.
- ◆ But, in case you fixed a bug, it is recommended to provide the fixed program to the OSS community in order for the community to be able to fix the original OSS. Because, if original OSS is fixed by the community, you would not need to fix the same bug in a revised version of the OSS again.

Can I provide source code by indicating the developer's URL?

Question

Some licenses such as GPL, MPL, and EPL stipulate a duty to provide source code. When I include an OSS into a product, is it sufficient to indicate the URL of a download site of the OSS developer?

Answer No

- ◆ The company using the OSS has the duty to provide source code. Therefore, The company selling a product which includes OSS binary needs to provide the source code too.
- ◆ The source code would be impossible to be download at a download site of the OSS developer, when the OSS version is renewed. And the URL of such a site would be a dead link.
- ◆ If you want to make your customer to download the source code, you need to provide it from a site that your company can control.

Is it kind to provide translated license document?

Question

An OSS license condition requires that the license document to be included when the OSS is distributed. If the license is in English and the customer is Japanese, is it sufficient to provide the customer with a Japanese translation of the license?

Answer No

- ◆ You need to include the original English license provided by OSS developer. If you provide a the Japanese translation as a reference, you need to clarify that the English license is the official version.

If I install on behalf of the customer, don't I need to follow the license condition?

Question

When I download an OSS and install it on behalf of a customer on the customer's request, do I need to care about the license condition because I provide the OSS to the customer?

Answer Yes

- ◆ It depends on the license condition, but, just a few licenses are care about business relation between OSS distributor and the customer.
- ◆ If you download the OSS in an office of your company and provide it with your customer, please confirm the condition of distribution because it is regarded as the "OSS distribution."

Is it OK to copy a license from OSI site?

Question

The OSS download site indicates MIT LICENSE is applied, but there are no license document on the site. Is it OK to copy MIT License from OSI's site and distribute the OSS with the copy?

Answer No

- ◆ The OSI's site introduces samples of MIT license and BSD license, and copyright notice is also just a sample(See next page).
- ◆ Firstly, please confirm whether a license document is contained in the downloaded OSS files.
- ◆ Because OSS developer may add license condition, you need to confirm the license document contained in the downloaded OSS, regarding not only the above licenses but also other licenses.

(Supplement) Sample in the OSI site

It's NG to copy the sample of OSI site and distribute it(MIT, BSD etc.)

⇒ The formal license is included in the OSS by the developer

The MIT License (MIT)

Copyright (c) <year> <copyright holders>

No copyright notice

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

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Can I modify the license?

Question

The OSS license contains a condition that the customer cannot follow. Can I delete the condition when I distribute the OSS?

Answer No

- ◆ Only the copyright holder can decide the OSS license conditions.
- ◆ OSS distributor cannot modify the OSS's license condition.

How to deal with a blank for copyright notice?

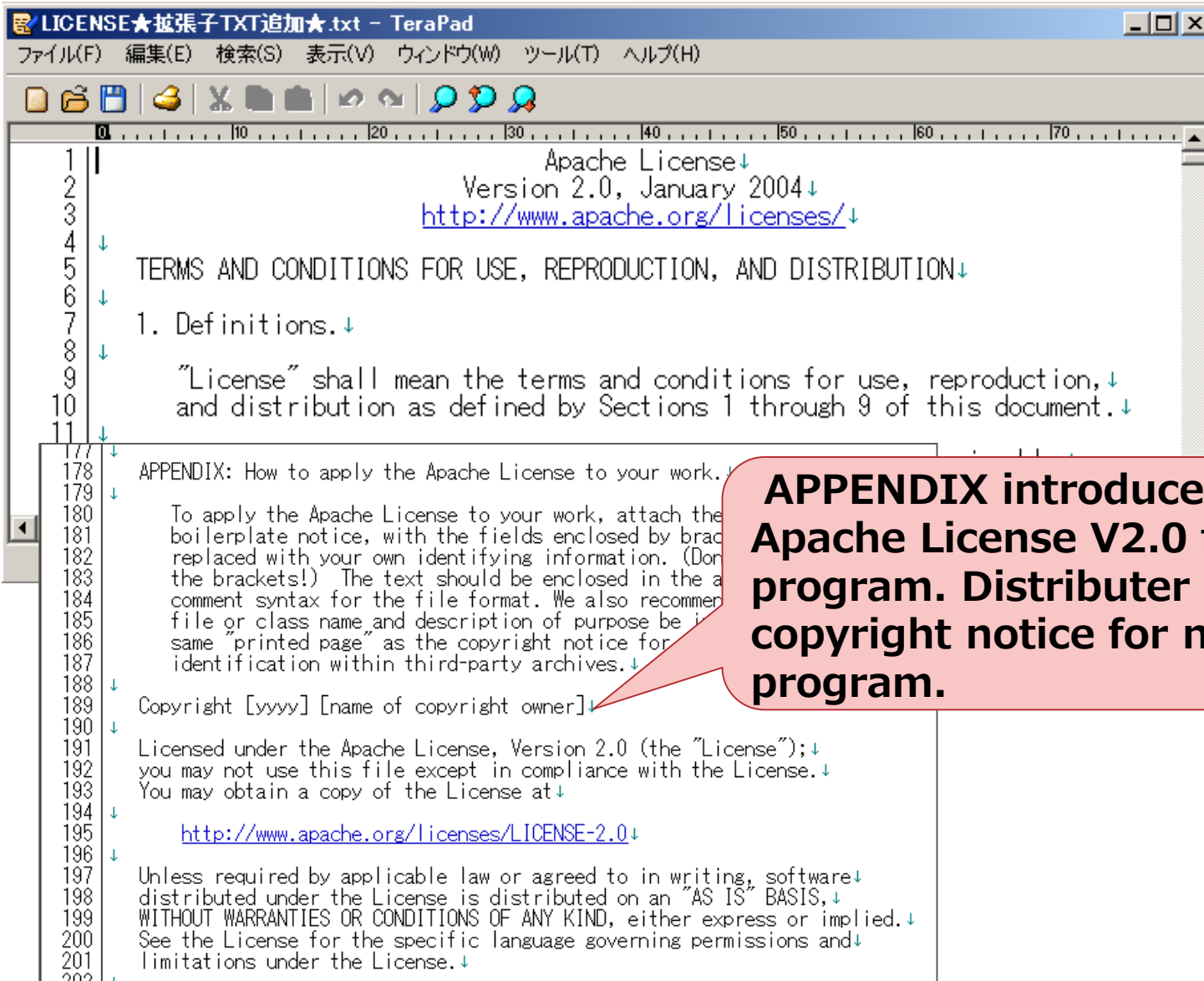
Question

In the bottom portion of the APACHE LICENSE V2.0, there is a blank for copyright notice. Is it OK to fill in the blank with distributor's name when distribute the OSS? (See the next slide)

Answer No

- ◆ The blank etc. in the APPENDIX of the APACHE LICENSE V2.0, is a sample of copyright notice when adopting Apache License V2.0 for originally developed program.(GPL is the same)
- ◆ Only copyright holder can write copyright notice.

(Example) APPENDIX of APACHE LICENSE V2.0



```
1 Apache License↓
2 Version 2.0, January 2004↓
3 http://www.apache.org/licenses/↓
4 ↓
5 TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION↓
6 ↓
7 1. Definitions.↓
8 ↓
9 "License" shall mean the terms and conditions for use, reproduction,↓
10 and distribution as defined by Sections 1 through 9 of this document.↓
11 ↓
177 ↓
178 APPENDIX: How to apply the Apache License to your work.↓
179 ↓
180 To apply the Apache License to your work, attach the
181 boilerplate notice, with the fields enclosed by brackets
182 replaced with your own identifying information. (Don't
183 the brackets!) The text should be enclosed in the appropriate
184 comment syntax for the file format. We also recommend that a
185 file or class name and description of purpose be included on the
186 same "printed page" as the copyright notice for easier
187 identification within third-party archives.↓
188 ↓
189 Copyright [yyyy] [name of copyright owner]↓
190 ↓
191 Licensed under the Apache License, Version 2.0 (the "License");↓
192 you may not use this file except in compliance with the License.↓
193 You may obtain a copy of the License at↓
194 ↓
195 http://www.apache.org/licenses/LICENSE-2.0↓
196 ↓
197 Unless required by applicable law or agreed to in writing, software↓
198 distributed under the License is distributed on an "AS IS" BASIS,↓
199 WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.↓
200 See the License for the specific language governing permissions and↓
201 limitations under the License.↓
202 ↓
```

APPENDIX introduces how to adopt Apache License V2.0 for an original program. Distributer cannot write copyright notice for non-developed program.

Does the BSD license require only copyright notice?

Question

A book says “an OSS under BSD license can freely used only by indicating copyright notice.” When I use the OSS in our product, is it OK for me to just retain the copyright notice?

Answer No

- ◆ BSD license requires to retain the copyright notice, the list of conditions and the disclaimer, that is, the whole license document needs to be retained.
- ◆ Because some books mistakenly says that only the copyright notice is required, it is important to confirm the license condition by yourself.

Does GPL prohibit sale?

Question

When OSS under GPL is used in a product, can I sell the product for a fee?

Answer Yes

- ◆ GPL does not prohibit sales for a fee. Therefore, you can sell the product including the OSS.
- ◆ However, when the customer who bought the product copies the OSS under GPL, you cannot charge royalty based on the number of the copy.
- ◆ This is because GPL allows to copy and modify freely and prohibits additional conditions.

Does GPL affect to dynamic linked program?

Question

When an OSS under GPL and an original program is linked statically, the original program needs to adopt GPL. In case of dynamic link, GPL affects to the original program?

Answer Yes

- ◆ GPL requires that the work as a whole is licensed under GPL and it does not clearly distinguish dynamic link and static link.
- ◆ Free Software Foundation(who has made the GPL) indicates in its FAQ that GPL affects to linked program regardless of the link is dynamic or static.

(FYI) Does the GPL have different requirements for statically vs dynamically linked modules with a covered work?

<https://www.gnu.org/licenses/gpl-faq.html.en#GPLStaticVsDynamic>

Does LGPL affect to statically linked program?

Question

Do I need to adopt LGPL for my original program which is statically linked to an OSS under LGPL?

Answer No

◆ LGPL need not to be adopted to the original program.

(FYI)

- LGPL stipulates a duty to allow reverse engineering etc., regardless whether the link is dynamic or static.
- In addition to the above, if the link is static, object code or source code of the original program have to be provided. This is because: if the recipient modifies the OSS, he needs the codes to be linked and executed with the modified OSS.

Is GPL replaceable with compatible license?

Question

I heard that MIT license is compatible with GPL. Does this mean that when OSSs under GPL and MIT are linked, MIT license is replaceable with GPL?

Answer No

- ◆ When GPL OSS and other program are linked and distributed, the whole work needs to be distributed under GPL. Because the GPL prohibits to add conditions, licenses which are covered by GPL (such as MIT license) is called “compatible”, and licenses which include a condition that GPL does not have is called “incompatible”. OSS under the incompatible license cannot be linked to the GPL OSS.
- ◆ This does not mean that GPL and MIT is replaceable. Only the OSS copyright holder can decide license conditions.
- ◆ Because when the word “compatible” is translated to “gokan-sei” in Japanese, the meaning could be misunderstood. It is recommended to use the word “ryouritsu-sei” alternatively.