

Frequent Misunderstandings of OSS licenses V3

This document summarizes misunderstandings which are frequently appeared in articles on the internet and questions in seminars etc.

Contents are for beginners, general, and may be common to many companies.

If you have any comments about the contents of the FAQs, please join FAQ sub-WG.

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[Provided by OpenChain Japan WG (FAQ sub-WG)]

[Cooperaton by OSS License Laboratory]

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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 is not necessarily an OSS.
- ◆ According to copyright laws, the rights to copy, modify, and distribute are solely belong to the copyright holder.
- ◆ Without permission of these rights from the copyright holder, you cannot use the program for your product.

What to do if my colleagues have used the same OSS ?

Question

Searching for a program that best suits my project's requirements, I happened to come across the same OSS that had been approved for use by a different project within my company. Can I assume I can follow the license conditions of this OSS since my colleagues have had no problem in doing so?

Answer No

- ◆ Whether you can follow the license condition or not depends on the object and methods of 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 the OSS does not relate to patent infringement?

Answer No

- ◆ Although the OSS developer licensed his patent to the OSS user, another person may have patents related to the OSS.
- ◆ Therefore, use of the OSS may constitute patent infringement.

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

Question

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

Answer No

- ◆ Contributor has no duty to abandon his/her patent.
- ◆ Contributor basically cannot exercise patent 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.

* “Exercise (the) patent” means request of injunction or compensation for damage

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 written in foreign language, is it sufficient to provide the customer with a translation of the license?

Answer No

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

- ◆ If you download the OSS in an office of your company and provide it with your customer, please confirm the condition of distribution because you are distributing the OSS.

(FYI) There may be a license condition which does not regard the provision as the "OSS distribution" in case that is the customer's request.

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.

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.
- ◆ 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 need to be provided for sure. For example, you can provide it by downloading from a site that your company can control.

(FYI)

When the OSS is revised, the source code may not to be able to be downloaded or link may be broken at OSS developer's download site.

Whom should I make the source code available for?

Question

In distributing a program using OSS which requires its source code to be published, do I have to make it available for people worldwide, e.g. on the internet?

Answer No

You must check the licensing terms carefully. The majority of such OSS licenses require you to make the source code available to the recipients of your program (with or separate from the binary), however, there are others that require you to contribute the source code to the OSS development community (if you make modifications), or that entitles anybody who request you to provide the source code.

Which license should I apply when an OSS module consists of multiple components?

Question

The OSS module I intend to embed in the product consists of multiple OSS components. Do I need to abide by each and every OSS license?

Answer Yes

You must thoroughly check the licensing terms of each component, then abide by all of them.

【Related information】

How should I deal with OSS components that adopt incompatible licenses?

How should I deal with OSS components that adopt incompatible licenses?

Question

I will use OSS_A which consists of OSS_B and OSS_C. License of the OSS_B has propagativity and license of OSS_C is incompatible to the license of OSS_B. Can I use the OSS_A in our product?

Answer No

When OSS_B adopts a license that has propagativity, all other OSS components to which the license propagates need to adopt compatible license.

If the license of OSS_B propagates to OSS_C adopting incompatible license, sale of the product using the OSS components violates the licenses.

(Supplement) In this case, original OSS_A is violating the licenses, but the person who sells the product also violates the license.

Am I exempt from the T&Cs of nonfunctional OSS embedded in the product?

Question

I embedded an OSS module that never functions in a commercial product. Am I exempt from conforming to the licensing T&Cs of such OSS in this case?

Answer No

You must conform to the licensing T&Cs because you distributed (or intend to distribute) the OSS regardless of it being nonfunctional. If the OSS is not distributed yet, you may remove the OSS from the product along with the obligation to abide by the T&Cs.

When auto-generated part of my program matches OSS,
do I have to abide by its licensing T&C?

Question

I found a portion of my program, automatically generated with a proprietary development tool, matching a portion of OSS which turned out to have been generated by the same tool. Do I have to abide by the license applied to the OSS in distributing my program?

Answer **No**

Since your program is not based on this OSS, you do not have to abide by its license.

How should I deal with dual license?

Question

If an OSS is distributed under two different licenses(dual license), do I need to comply with those two license?

Answer No

In the case of dual license, generally, OSS users can select a license to be applied. However, selectable license may be limited based on usage situation and combination with other OSS.

And, although dual license is indicated, some OSS requires that both license conditions are applied. In this case all of the both license conditions need to be satisfied.

Please check whether there are any descriptions about license in Readme file or related information such as FAQs etc. of development community.

I downloaded another OSS to resolve OSS dependencies.
Do I have to worry about these OSS licenses?

Question

There are OSSs in which other dependent OSSs are downloaded and incorporated by library / package management tools such as cocoapods and composer. If I distribute this OSS, can I distribute it without worrying about other OSS licenses downloaded by the tool?

Answer No

- ◆ For other dependent OSSs downloaded by the library / package management tool, it is also necessary to comply with the distribution conditions.
- ◆ Therefore, please investigate the license as well as the one downloaded from the developer yourself and observe the conditions.

Selling embedded devices that include OSS is not distributed, right?

Question

We sell embedded devices including OSS. We distribute (sell) embedded devices, not distribute OSS. Users can not retrieve OSS. Does this mean that we do not distribute OSS?

Answer No

- ◆ When the OSS is incorporated into the device, the OSS contained in the device is also distributed when the device is distributed to others. It doesn't matter if you can get the OSS out of the device.
- ◆ Therefore, it is necessary to comply with the conditions for confirming and distributing OSS licenses.

Is the copyright owner's name enough to compose a copyright notice?

Question

I am using a software that requires me to include its copyright notice in making a redistribution. Is the name of the copyright owner sufficient to compose the copyright notice?

Answer

No

- ◆ A copyright notice in general contains 1) the symbol © (or the word "Copyright"), 2) the copyright owner's name, and 3) the year of first publication, according to the Universal Copyright Convention.
e.g. © OpenChain 2019,
- ◆ The publish year of a revised work may often be added to the end of the original year.
e.g. © OpenChain 2018-2019

Can I use documents or diagrams on OSS for my product under the OSS license?

Question

Can I use the documents or diagrams on an OSS community's website for my product under the same OSS license ?

Answer No

- ◆ Licensing terms of the documents or diagrams are most likely not the same as that of the OSS. You must check the licensing terms of whatever you intend to use for your product individually.

Can I change my OSS license?

Question

There is a program that I created and released as OSS. I want to change the license of this program and distribute it. Can I change my OSS license?

Answer Yes

- ◆ If no contributions from others have been added to this program, and you are the author alone, you can change the license at your own discretion.
- ◆ If this program already includes contributions from others, you can change the license if you get the consent of all the contributors.



END

- ◆ You can make registration for Openchain-japan-wg mailing list from the following URL:
<https://lists.linuxfoundation.org/mailman/listinfo/openchain-japan-wg>
- ◆ Mailing list : `openchain-japan-wg@lists.linuxfoundation.org`