



Free As In...?

How Software Licenses Impact YOU

What ARE they?

- A contract between you and the developer of some software
- Often used to restrict commercial usage of software or distribution
- Often requires attribution (copyright) at minimum
- Some have *special* requirements

Our challengers:

- Permissive
- Weak copyleft
- Copyleft
- Commercial/Proprietary
- Dual
- Public Domain

Unlicensed:

Using software without a proper license constitutes copyright infringement and can result in costly penalties. Under U.S. law, if the BSA proves that your company has willfully infringed software copyrights, damages can rise to \$150,000 for each copyrighted product infringed, plus the BSA's attorney fees. Sep 21, 2017

<https://www.bizjournals.com> › technology › 2017/09 › ho... ⋮































[How to protect your company from an unlicensed-software ...](#)



As an aside, what is the BSA?

It's probably people who are looking out for the small open source developer, right? ... right?

BSA GLOBAL MEMBERS

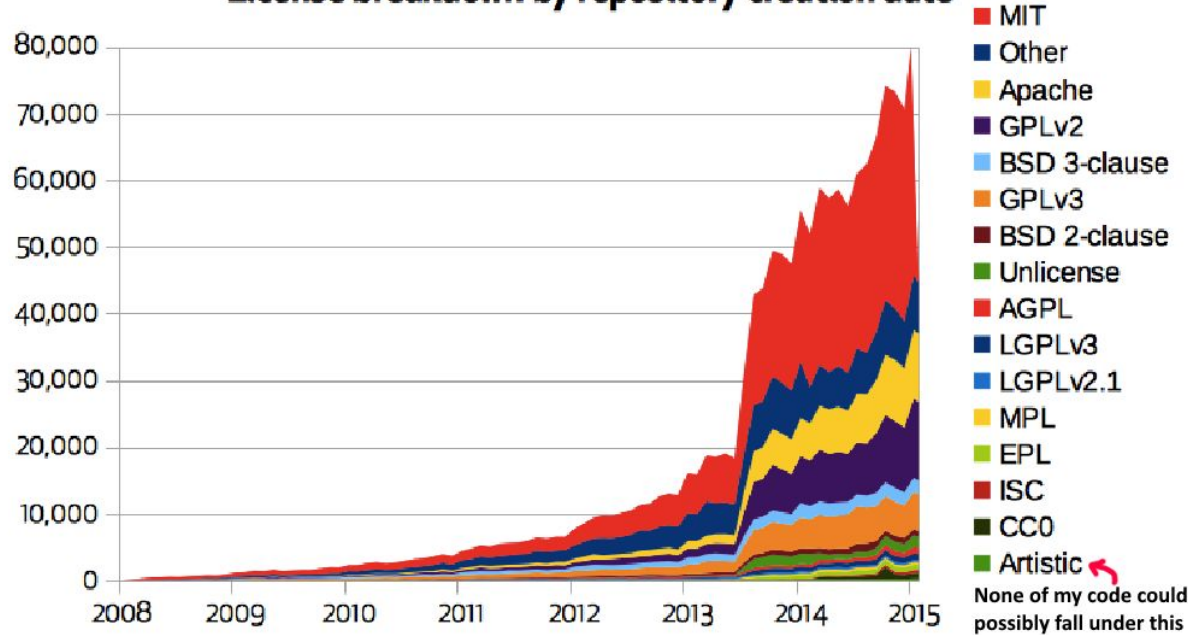
Google isn't here for some reason

Who wins the popularity contest?

Rank	License	% of projects
1	MIT	44.69%
2	Other	15.68%
3	GPLv2	12.96%
4	Apache	11.19%
5	GPLv3	8.88%
6	BSD 3-clause	4.53%
7	Unlicense	1.87%
8	BSD 2-clause	1.70%
9	LGPLv3	1.30%
10	AGPLv3	1.05%

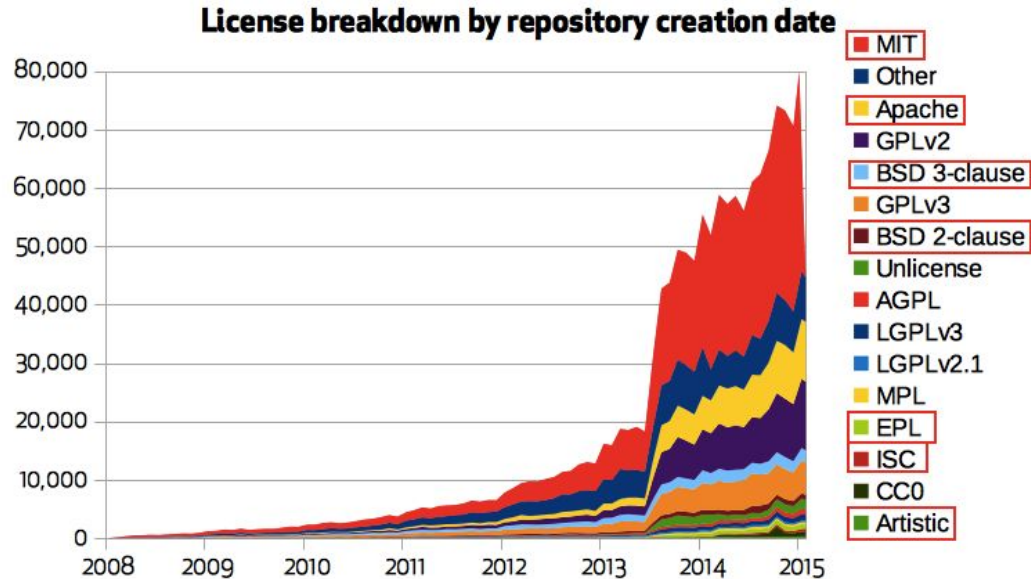
Every single one has violated the license

License breakdown by repository creation date



PERMISSIVE:

- Minimal restrictions
- “Attribution style”, only copyright notices need to be included
- The most popular



MIT: The ubiquitous

```
MIT License

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SOFTWARE
```

Free

Private use

Modify

Distribute

Commercial

use

Sublicense

Include

copyright +

license

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<https://tldrlegal.com/license/mit-license>

No liability?




Surely the developer won't release deliberately harmful code? ... Surely?

10 Answers Sorted by: Highest score (default)

▲ 81 ▼

Share Improve this answer Follow

answered Jan 26 at 0:35

 **curiousdannii**
7,557 ● 1 ● 24 ● 50

21

Open source licenses apply to other people. They do not apply to the author and copyright owner of the project. The author/owner can always do whatever they want. Software licenses can't prohibit the authors from making large changes to software, nor can they determine whether a change is 'good' or not.

50

And it is important to note that none of this has anything to do with Open Source. It is perfectly possible, and indeed has happened numerous times, that vendors deliberately break functionality in new releases of proprietary software. – [Jörg W Mittag](#) Jan 26 at 10:53

32

Or install malware rootkits into your computer, like Sony. – [Nelson](#) Jan 26 at 10:55

2

All licenses apply to other people; that's not relevant for the case. What's important is that free software licenses often come with a sentence "... provided as-is without a claim to fit any particular purpose". Some jurisdictions probably forbid such clauses for commercial sales, and *then* the author has an obligation. – [Peter - Reinstate Monica](#) Jan 26 at 12:23

11

@Peter-ReinstateMonica Even commercial licenses include things like that -- for example, the "Limited Warranty" section of Microsoft's Visual Studio 2022 Enterprise license: "Microsoft excludes all implied

▲ 20 ▼

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Share Improve this answer Follow

answered Jan 26 at 8:03

 **Eric Duminił**
301 ● 1 ● 3

Many such cases...

Apache

Oh sorry, let me squish that one a bit



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Free
Modify
Etc etc

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Apache: The changes one

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Trademarks Can Be Tricky

The good...

And the bad

Debian and Mozilla - a study in trademarks

[Posted January 10, 2005 by corbet]

The Mozilla Foundation is the keeper of a number of increasingly important projects, including the Firefox web browser and the Thunderbird mail client. These programs are free software, licensed under the Mozilla Public License. Thus, one would think, distributors would have no trouble including these packages in their distributions. As the Debian Project's experience shows, however, free software can still come with certain kinds of strings attached.

The issue at hand is trademarks. Mozilla Foundation software comes with trademarked names, and the use of those names is governed by the [Mozilla Trademark Policy](#). If you want to distribute software called "Mozilla Firefox" or "Mozilla Thunderbird," you must adhere to [a strict policy](#) which includes signing an agreement with the Foundation and making almost no changes to the software. No extensions may be added, the list of search engines cannot be changed (they [paid to be there](#), after all), etc. This highly-restrictive policy was never going to work with the Debian Project's needs.

Another approach is the "community edition" policy. A wider (but still narrow) range of changes is allowed, and the distributor can use the names "Firefox Community Edition." The commands can be called `firefox` and `thunderbird`. The Foundation maintains a veto right over uses of the "community edition" names, however:

Community members and organizations can start using the "Firefox Community Edition" and "Thunderbird Community Edition" trademarks from day one, but the Mozilla Foundation may require individuals or teams to stop doing so in the future if they are redistributing software with low quality and efforts to remedy the situation have not succeeded.

<https://lwn.net/Articles/118268/>



OBS
@OBSProject

Near the launch of SLOBS, [@streamlabs](#) reached out to us about using the OBS name. We kindly asked them not to. They did so anyway and followed up by filing a trademark

We've tried to sort this out in private and they have been uncooperative at every turn

STÜ @StuV2 · Nov 16, 2021

The team at [@streamlabs](#) should be ashamed. Not satisfied enough to ride [@OBSProject](#)'s hard work. Now to copy ours down to the layout and every word on our marketing site and our UX in this product. twitter.com/Lightstream/st...

7:32 PM · Nov 16, 2021 · TweetDeck

27.3K Retweets 10.6K Quote Tweets 116.3K Likes

<https://twitter.com/OBSProject/status/1460782968633499651>

LGPL v2.1: Just don't statically link!

- When dynamically linked it can be used in any licensed codebase
- When not we get to...

running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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State changes

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Preserve license

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more copyleft
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Distribute with
source code

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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Dynamic linking
allowed with any
license

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it

GPL v3: Stallman's Baby

- Aims to fix issues with the earlier GPL v2
- Blocks Tivoization and DRM, methods used to prevent users from easily modifying proprietary code
- Something about Microsoft I dunno

Microsoft made a few mistakes in the Novell-Microsoft deal, and GPLv3 is designed to turn them against Microsoft, extending that limited patent protection to the whole community. In order to take advantage of this protection, programs need to use GPLv3.

<https://www.gnu.org/licenses/rms-why-gplv3.html>

Program (independent of having been made by running the Program).
Whether that is true depends on what the Program does.

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Include copyright notice

State changes

Preserve license

Print a wacky announcement on boot

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The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any

Distribute with source code

Provide method to buy source

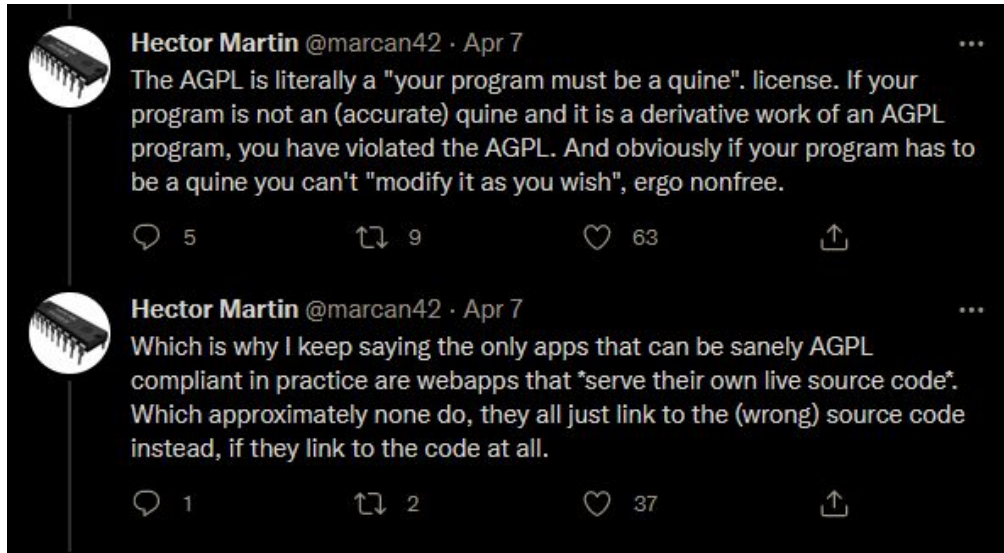
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May adopt later GPL license



AGPL: The “Download Source” One

- Like GPL, but a *download link must be provided for the currently running source code*, fixing what is called the SaaS loophole
- Network use counts as distribution, and as such source must be provided



<https://twitter.com/marcan42/status/1512269055763566592>

Commercial

- These tend to be the most restrictive
- Often used for commercial software where the author doesn't want the code to be shared, modified, redistributed, sold, etc...

Dual

- Combine multiple licenses, have some fun with it!
- More permissive licenses for hobbyists, more copyleft licenses for commercial use

Unlicense: No Not “Unlicensed”

- Users have no requirements
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- Modify (orange arrow pointing to "modify")
- Private use (blue arrow pointing to "use")
- Commercial use (purple arrow pointing to "sell or")
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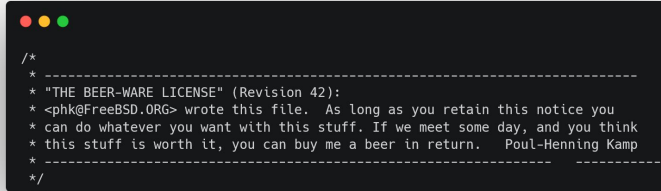
Who Wins Best License?

Unlicense probably, MIT is simple to understand,
GPL v3 if you want millions of issues down the line,
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Other wacky licenses

Beerware

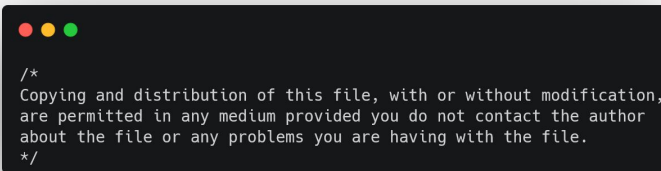
```


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 * -----
 * "THE BEER-WARE LICENSE" (Revision 42):
 * <phk@FreeBSD.ORG> wrote this file.  As long as you retain this notice you
 * can do whatever you want with this stuff.  If we meet some day, and you think
 * this stuff is worth it, you can buy me a beer in return.  Poul-Henning Kamp
 * -----
 */

```

Don't Ask Me About It

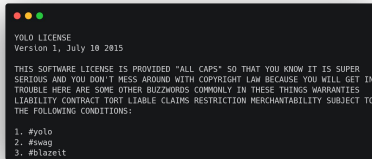
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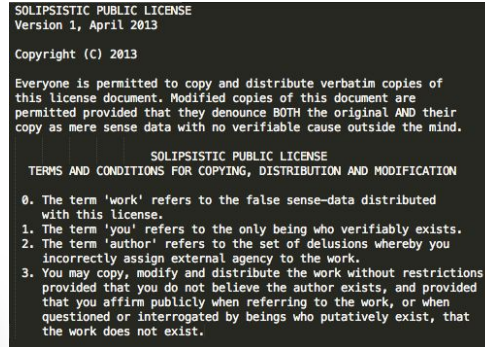
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2. #wsg
3. #lolzett

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Solipsistic

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Version 1, April 2013

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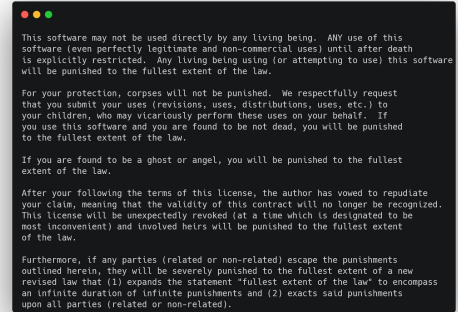
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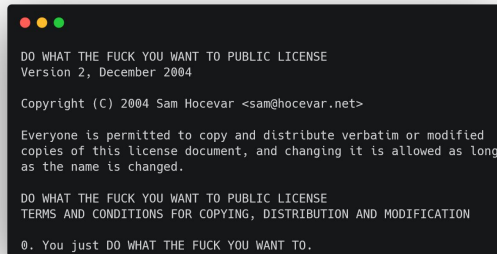
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<https://twitter.com/direlog/status/473054437997809664>

Do What The Fuck You Want

```


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Version 2, December 2004

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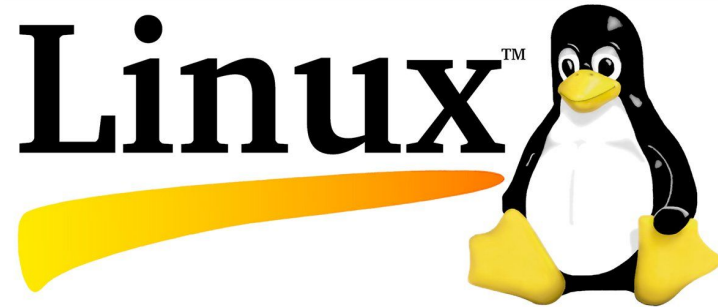
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```

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Guess the license!

Artistic



AGPL -> Server Side Public License



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Cheat Engine: Whoops, these 8 files are GPL!

Add a free license #60

🔒 Closed pizzamaker opened this issue on Mar 7, 2016 · 30 comments

 pizzamaker commented on Mar 7, 2016


This repo seems to be lacking a free license. I suggest AGPLv3.

 AntumDeluge commented on Feb 25, 2019

I agree that the repo should have license information. Cheat Engine appears to have its own custom license (found in the installer executable). I'm not sure if it applies to the source code though. I haven't found any license info in the source repo.

This is the text from the `License.txt` file found in the installer executable (`installCore Terms of Service` not included):





```
2) By installing or otherwise using this program you agree to be bound by this agreement. If you do not agree to the terms
3) This program is distributed as "FREEMWARE" and "AS IS".
4) The author specifically disclaims all warranties, expressed or implied. In no event shall the author be liable for any
5) By using this software you agree to the possibility of losing access to online services, paid or not, and regardless of if
6) You may not use this program in actions, which infringe any law of your country or international laws.
7) You may not use this program in actions, which infringe the rights of any person or entity.
8) You may not use this program in a game, in which you win (earn) real money or things.
9) You may not use this program or any components, to circumvent DRM or other copyright protections
10) You may not use any part of this program or any derivative of it for malicious purpose
11) You may install and use an unlimited number of copies of this edition of the program on your computers.
12) You may give this program to your friends and other people, but only in the original archive. Original Archive is defin
13) You may release this edition of the program on CD/DVD/Internet (or other media), but only in the original archive and in
14) You may upload this edition of the program to your Internet website, but only with the original archive present and this
15) You may disassemble and reverse engineer any part of this program, although just looking at the sourcecode is easier.
16) You may not rent, lease or sell this program."
```


 cheat-engine commented on Feb 25, 2019 · edited

I need a license that:
allows use of this sourcecode for private purpose only, without allowing spread of binaries to the public. (no public bastardized CE builds/ports, like UCE's, but you're free to make them for yourself and a handful of friends, but not a full website dedicated to your CE build/branch)
(Sourcecode is always allowed to be shared)

Also disallow selling of CE binaries, with the exception when packaged inside a trainer generated by CE (that means Tiny and Gigantic trainers can be sold if you wish)
Trainers generated by CE are the full ownership of the person who created it (like the perl license) so can also be sold



So not one of the default licenses


   

 valerio-bozzolan commented on Feb 26, 2019

So if you want restrictions you will not adopt any free as in freedom license.




Please close this bug.


 

 megapro17 commented on Oct 12, 2021

allows use of this sourcecode for private purpose only, without allowing spread of binaries to the public. (no public bastardized CE builds/ports, like UCE's, but you're free to make them for yourself and a handful of friends, but not a full website dedicated to your CE build/branch)

Your requirements are complete bullshit and against of principles of open source software

 valerio-bozzolan commented on Oct 13, 2021

Hello everyone! This problem is very simple now since I discovered some cute files in this repository already under GNU GPL:





- `./cheat-engine/src/lib/text2wav.pl`, copyright Free Software Foundation via GNU GPL v2+
- `./cheat-engine/src/lib/zipcodes.h`, copyright Fabrice Bellard via GNU GPL v2+
- `./cheat-engine/src/lib/tcc320.c`, copyright Timpopa via GNU GPL v2+
- `./cheat-engine/src/lib/libtcc1.c`, copyright Free Software Foundation via GNU GPL v2+
- `./cheat-engine/src/lib/libtcc2.c`, copyright Free Software Foundation via GNU GPL v2+
- `./cheat-engine/src/lib/libtcc3.c`, copyright Free Software Foundation via GNU GPL v2+ (and MPL)
- `./cheat-engine/src/lib/libtcc4.c`, copyright Jean-Francois Goulet via GNU GPL v2+ (and MPL)
- `./libkernel/obsolute_atifs.h`, copyright Bo Brantén via GNU GPL v2+
- `./cheat-engine/src/lib/libtcc1.c`, copyright Free Software Foundation and Fabrice Bellard via GNU GPL v2+


In general, the author of a piece of software decides on a license only if he or she is the author of 100% of the software. It seems this is not the case. So the smart think we can do (to respect these authors) is to protect this awesome project via the GNU GPL v2+ or the GNU AGPL that is compatible with these license.

@cheat-engine if you want to have all the advantages for any kind of use (for example if you want to have the patches made by any giant tech corporation, even if they try to encapsulate your software in a weird proprietary web platform) you can adopt the GNU AGPL that - as already said - it's awesome to ensure that there is always a benefit in exchange for adoption.




So, again, yep, it's up to you, but I don't see any other options between these 3 (from the most permissive to the most copyleft and advantageous to the author):

- GNU GPL v2+
- GNU GPL v3
- GNU AGPL

 cheat-engine commented on Jan 30

My official stance: I don't support the use of CE's sourcecode in this way

MultiMC: Dealing with unofficial copies

JoelTroch commented on Sep 10, 2021

To support Microsoft accounts: yes.

If you build MultiMC from source (which is what `multimc` and `multimc-gtk` does), you are expected to supply your own secrets during the build process (not going to detail here). By doing so, you won't get support from the community/developers because your build is "custom".

So do yourself a favor and avoid all the pain by using the official builds. The `multimc-bin` AUR package is one of them.

kb-1000 commented on Sep 22, 2021 • edited

Actually, Firefox does the same... by default it does not brand itself as Firefox when built from source, and the repository is called `mozilla-central` or `browser`, not `firefox`. It does not publish its API keys either, as far as I'm aware.

And custom builds may not be called Firefox either, unless Mozilla verified that the build has the same quality (which we don't have the time for). That's why Debian called it `Iceweasel` for some time.

peterix commented on Sep 22, 2021

Do not put MultiMC 5 in flatpak.

peterix commented on Sep 22, 2021

In general, we're done here. Use the binaries.

peterix commented on Sep 22, 2021

The source will not build as `multimc` in the future either. I'm really sick and tired of lazy forks that mess with how things work that do not change the name. The hope is that they will change it if I call it something generic that nobody would want to call a launcher.

Creating a bigger barrier to making lazy forks is a goal here. You building unsupported versions from source is not.

peterix commented on Sep 22, 2021

To be honest, I'm tempted to just take the source offline, but it's kinda like throwing the baby (collaboration and people contributing) out with the bathwater (unrelated third party devs not respecting the licenses and law in general).

Apache 2.0 clearly states that it does not apply to trademarks - and no, it does not specify any need for the trademark to be registered:

6. Trademarks.

This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

I did not put much of an emphasis on this before, because it wasn't an issue (or rather, it was a fringe issue that did not need much attention). With what's happening around MultiMC, the MS Indently Platform terms of use, and general adversity, I cannot keep the default state of the source producing "MultiMC".

Right now, any build not made by the CI, and then distributed to users is essentially a trademark infringement. You doing something illegal should not be the default. If someone decides to impersonate MultiMC once the source is debranded, they will have no excuse of doing so by accident or unknowingly.

peterix commented on Sep 22, 2021

I do not want to paint you as the devil here, but I've had to deal with people repackaging MultiMC, cracked, on the snap store.

"MultiMC" comes from `multimc.org`. Period. Any other source may not distribute "MultiMC".

shanoize commented on Sep 22, 2021

This is not the attitude an open source developer should have toward the community: publish the standards, specify them. Open source software's, or more clearly, libre software's (although I understand that Apache 2.0 License is a lesser general license, not these copyleft ones) purpose is to make things open and reproducible, not just irresponsibly marking all unofficial builds unsupported and even trying to build a barrier to stop any other people packaging unofficial versions of the software. You are forgetting the true value of open source. @peterix

PolyMC's inception is very controversial by its very nature. The founders have decided to sublicense PolyMC under the terms of the [GNU General Public License 3 \(GPL-3\)](#), which made it impossible for MultiMC to take contributions, without re-licensing to GPL-3 as well.

As a result the MultiMC team have decided to burn bridges with PolyMC.

This was manifested after access to the metadata service, provided by MultiMC, was [blocked for all PolyMC users](#). All versions prior to 1.0.6 do not work anymore, as they try to reach MultiMC servers instead of our own.

Bukkit: The bombshell that led to a nuke

The day open source died: a story about Minecraft, Bukkit, and the GPL

2020 April 7 In Open Source, Perspective

Bukkit was an open source server for Minecraft. It provided an API for developers to create plugins that extended Minecraft in unique and fun ways. While Bukkit was not the first open source Minecraft server, it was the first organized project. Bukkit launched with the GNU Public License (GPL) v3 license.

From 2011 to 2014, Bukkit was the de-facto standard for running a Minecraft multiplayer game server. Over time, more Bukkit servers (and derivatives) were used than the official server software distributed by Mojang. Mojang is the company responsible for Minecraft development.

However, there was always one caveat. Bukkit was an open source project licensed under the GPLv3. However, it also reverse-engineered some parts of the Minecraft game code to build its server code and API. This was never a problem for Bukkit or Mojang:

The tension was about the language used in Minecraft's End User License Agreement (EULA). The EULA used ambiguous language over the monetization of Minecraft multiplayer servers:

“The one major rule is that you must not distribute anything we’ve made. By “distribute anything we’ve made” what we mean is “give copies of the game away, make commercial use of, try to make money from, or let other people get access to our game and its parts in a way that is unfair or unreasonable”.”

— 2014: account.mojang.com/documents/minecraft_eula

This behavior was allowed to flourish for years. However, the EULA was quietly edited in December 2013. However, in mid-2014, someone in the community noticed the changed language. They tweeted at a Mojang employee if this meant multiplayer servers had to stop selling in-game items for real money. In as much detail that 140 characters allows, the Mojang employee confirmed the EULA language did technically forbid that.

Tension was already high between the the trinity of business owners, open source developers, and Mojang. By 2014, Mojang was a multi-million dollar company (even before their multi-billion Microsoft buyout). The EULA tension placed a heavy burden on the open source developers, who received pressure from both ends.

Then, the unexpected happened on August 21st, 2014. The Bukkit project lead, Warren Loo (EvilSeph), announced the end of development on the Bukkit project:



.@CraftBukkit: It's time to say goodbye - goo.gl/oXZY5f

1:45 AM · Aug 21, 2014

197 Reply Copy link

Bukkit continued

 **Jens Bergensten**
@jeb_ - Follow

Warren over at bukkit seems to have forgotten that the project was bought by Mojang over two years ago, and isn't his to discontinue.

3:01 AM · Aug 21, 2014

573 · Reply · Copy link

Read 87 replies

Two other former Bukkit developers working at Mojang chimed in too:

 **Erik Brees**
@_gram - Follow

We took ownership of the Bukkit github repos & project. We'll see what happens from here.

3:07 AM · Aug 21, 2014

125 · Reply · Copy link

Read 19 replies

 **Nathan Adams**
@Dinnerbone - Follow

To make this clear: Mojang owns Bukkit. I'm personally going to update Bukkit to 1.8 myself. Bukkit IS NOT and WILL NOT BE the official API.

3:41 AM · Aug 21, 2014

853 · Reply · Copy link

Read 265 replies

It was now revealed that the Bukkit open source developers hired by Mojang in 2011 had given up their personal copyright and rights to their open source contributions as part of their employment contracts. The open source developer and business owner communities both learned this abruptly over a 140-character tweet.

The community was confused, upset, and angry.

“The decision to keep the acquisition of the Bukkit codebase a secret was made between Mojang and Curse, which only recently came to light. I was completely unaware that I had spent the last two years of my life as a Bukkit Administrator, and successor to the project lead, under the illusion that the project was independently ran. Had I known back then perhaps my choice would have been different, perhaps not. It's easy to speculate on what might have been, but unless faced head on with the choice, the decision is not always clear.”

— TnT, “So long, and thanks for all the fish”

adults in their 20s, teenagers, or even 11 year old kids. Open source wasn't a strongly understood concept in this community. **It was just what everyone did.** The messaging around licensing was not always great, but working in the open was the nature of how this gaming community operated.

Act 3: DMCA take-down of Bukkit

On September 5th, 2014, a lead developer not hired by Mojang, who had contributed over 15,000 lines of code to the project, invoked a Digital Millennium Copyright Act (DMCA) take-down on all of his personal contributions to the project (and all derivative projects). **In a day, all the source code for a project used ~3x more than Mojang's official server software disappeared from the Internet.**

It is easy to understand why this lead developer did what he did. To find out the last few years of your life spent volunteering on a game project that was secretly owned by a multi-million dollar company is a shattering experience. It's essentially free labor. But at the same time, this was a project used by hundreds of thousands of people around the world. It was more than a project; it was also a community.

What happened to Bukkit?

The Bukkit project halted further development of their API and server modification. Shortly thereafter, one of the contributors to Bukkit sent a DMCA takedown notice to stop further distribution of CraftBukkit. He was within his legal right. Downloads, as well as source code, for CraftBukkit and its derivatives (such as Spigot and Cauldron) are no longer publicly available. If you want to know the reasons why this affected Sponge development, have a look at our history page: [The History of Sponge](#)

Bukkit continued

Wolverness, from the indications given, didn't like the fact that he'd been toiling away on what he thought was a community project, only to learn that he'd basically been doing free work for Mojang, a multi-million dollar corporation that made a select few very wealthy, while former colleagues were getting paid to work on the game.

So Wolverness filed a [DMCA](#) complaint, arguing that his contributed code was used in violation of the (GPL) license it was issued under.

The key thing to remember is that, unless there's a prior agreement (e.g. in the case of an employment contract or a reassignment agreement) **the copyright of any creative work is held by its author**. So anybody who contributes code to a GPL project like Bukkit still retains the "ownership." They're just licensing it under irrevocable terms that must be followed by all else, or they are committing copyright infringement under the law.

How do they do it, legally? Spigot doesn't distribute a precompiled server jar like CraftBukkit. They have a program called BuildTools.jar that takes the GPL-licensed Spigot API (Spigot's fork of the Bukkit API) and the decompiled Minecraft server code and compiles it all right there on your computer, automatically. So they never distribute Mojang's software, and they never distribute GPL code compiled against proprietary code. This makes it a little harder to use, since you have to compile it yourself, and you technically aren't allowed to distribute the compiled server jar to others yourself. But it's not susceptible to a DMCA takedown, and it works.

Bukkit summary

1. Mojang updates the EULA, technically banning many of the servers running on Bukkit
2. Lead developer officially ends the project partially from stress
3. Mojang reveals they inherited Bukkit copyright from 4 contributors
4. Lead contributor not affiliated with Mojang initiates a legal DMCA takedown
5. Spigot replaces Bukkit using a technicality

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