FOSS Licensing

Part 1 – Basics & how to mark your own code

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University of Maribor, Open Science Summer School

plan

plan

what we will look into today

Agenda

Part 1: basics & marking your own code

- 1. "IP" rights basics
- 2. typical use cases
- 3. common FOSS licenses in detail
- 4. how to mark your own code
- 5. REUSE.software demo

(15' break)

Part 2: inbound licensing

"IP" rights

"IP" rights

commonalities

What is common to all "Intellectual Proprety" rights

exclusive rights to its holder¹ others need a license (statutory, implict or express)

 $^{^{1}}$ Author (in $^{\circ}$) or inventor (in Pat.) may not be the ones holding the rights, if their rights were assigned.

"IP" rights

the big 3

Main "Intellectual Property" rights

```
copyright
automatic
expression (not "mere idea")
life + 70 years
since "fixation"
global
original
```

Main "Intellectual Property" rights

copyright	patent
automatic	registered
expression (not "mere idea")	invention (not abstracts)
life + 70 years	typically 20 years
since "fixation"	since filing of registration
global	per country
original	novel, inventive step, industrial applicability

Main "Intellectual Property" rights

copyright automatic	patent registered
expression (not "mere idea")	invention (not abstracts)
life $+$ 70 years	typically 20 years
since "fixation"	since filing of registration
global	per country
original	novel, inventive step, industrial applicability

trade marks

need to enforce

® registered, TM unregistered brand/origin

10 years, renewable since registration/use per country & class distinctive, non-generic

"IP" rights

copyright

Copyright: How to obtain the rights

- a. you = author
- b. CAA/CLA
- c. (inbound) license
- d. (limited) use via ZASP

Copyright – In & Out

Inbound license

rights (in the code) you obtain from your upstream

Copyright – In & Out

Inbound license

rights (in the code) you obtain from your upstream

Outbound license

rights (in the code) you give or forward to your downstream

typical use cases

typical use cases

quick overview

Use cases: Quick overview

traditional/desktop distribution

- desktop software
- mobile apps
- embedded
- (OTA updates)
- client-side JS even in SaaS(!)

SaaS

- SaaS w/ user interface (i.e. front-end)
- SaaS w/o user interface (i.e. back-end)

FOSS

FOSS

basics

FOSS basics

- use the code
- study what the code does
- **share** the original code
- improve the code and share your modified version

 $\hbox{``Free Software''} = \hbox{``Open Source Software''} = \hbox{``Libre Software''} = \hbox{``FOSS''}$

FOSS² != freeware

²"Free as in freedom, not free as in beer."

FOSS

FOSS license overview

FOSS licenses – the traditional/desktop approach

Traditional Distribution	Proprietary				FOSS						Public Domain	
	EULA ²		Copyright ³		Strong Copyleft		Weak Copyleft		Permissive			
	€ ■ ■	T	€ 2 🖃 🕎	T	€ 2 🖃 🕎	₹ 🗊 👤	€ ⁄2 🖃 🕎	!	€ 2 🖃 🕎	!	& ■ 🖳	₹ 🗗 👤
Use	/	×	<	×	<	Ø	<	Ø	<	?	<	?
Study	×	×	√4	×	<		<	(∅)5	<	?	<	?
Share	×	×	×	×	<		<	(∅)5	<	?	<	?
Improve	×	×	√4	×	<		<	(∅)5	<	?	<	?
Moral rights1	<		<		<		<		<		×	?
Examples	CompanyX EULA		(ZASP)		AGPL-3.0 GPL-3.0 EUPL-1.0 CC-BY-SA-4.0		LGPL-3.0 MPL-2.0 EPL-2.0		MIT BSD-2-Clause BSD-3-Clause Apache-2.0 CC-BY-4.0		(CCO-1.0) (Unlicense)	

¹These are the rights revelant to the "good name" of the author, such as the right to patemity or the right to recall a work. In most jurisdictions in continental Europe they cannot be transferred.

² In a EULA the licensee *agrees* to get less rights than what copyright law gives them.

² Default situation by law, unless a license is in place.

⁴ In some particular cases the licensee has the right to receive or discover the source code and modify it.

⁵ The rights to study, share and improve are preserved only for the original library (LGPL) or selected files (MPL, EPL).

^{🧞 =} original/upstream author/licensor

⁼ first user/licensee (= 'us')

⁼ second/downstream user/licensee

Figure 1: FOSS licenses in traditional distribution model

FOSS licenses – the SaaS approach

Software as a		Propr	ietary		"SaaS/Network" FOSS							Public Domain	
Service	EULA ²		Copyright ³		Strong Copyleft		Weak Copyleft		Permissive				
Service	€ 2 □ △		€ ₁ □ △		€ , □ △	₽	€ , □ △		€ , □ •		€ , □ △	→ 🔁 👤	
Use	1	×	<	×	<	<	<	৶	<	?	<	?	
Study	×	×	14	×	<		<	(∅)5	<	?	<	?	
Share	×	×	×	×	<		<	(∅)5	<	?	<	?	
Improve	×	×	14	×	<		<	(∅)5	<	?	<	?	
Moral rights ¹	<		<		<		<		<		×	?	
Examples	CompanyX EULA		(ZASP)		AGPL-3.0 EUPL-1.2		G PL-3.0 L GPL-3.0 MPL-2.0 EPL-2.0 CC-BY-SA-4.0		MIT BSD-2-Clause BSD-3-Clause Apache-2.0 CC-BY-4.0		(CCO-1.0) (Unlicense)		

¹These are the rights revelant to the "good name" of the author, such as the right to patemity or the right to recall a work. In most jurisdictions in continental Europe they cannot be transferred.

Figure 2: FOSS licenses in SaaS environment

² In a EULA the licensee agrees to get less rights than what copyright law gives them.

³ Default situation by law, unless a license is in place.

⁴ In some particular cases the licensee has the right to receive or discover the source code and modify it.

⁵ For "traditional weak copyleft" the rights to study, share and improve are preserved only for the original library (LGPL) or selected files (MPL, EPL).

⁼ original/upstream author/licensor

⁼ first user/licensee (= 'us'), SaaS provider

⁼ SaaS end-user

FOSS

rights & obligations

FOSS – Permissive / Non-Copyleft

- you receive all rights from your upstream
- the resulting code may be under any license (even proprietary)
- you do not have to give/offer source code downstream
- include text of license
- keep copyright notices
- sometimes notice of authors

e.g.³ BSD-2-Clause, BSD-3-Clause, MIT, Apache-2.0

³The license names in italics follow the SPDX (3.0) nomenclature. The version numbers are referring to the latest version of the license and do not necessarily mean the previous versions do not belong in this category.

FOSS – Copyleft / Share-Alike

- you receive all rights from your upstream
- the resulting code has to be released under the same license give same rights⁴
- you do have to give/offer source code downstream
- include text of license
- keep copyright notices (and typically notice of license)
- sometimes notice of changes

e.g. GPL-3.0-or-later, AGPL-3.0-only, LGPL-3.0-or-later, EPL-2.0, MPL-2.0, CDDL-1.1

 $^{^4}$ Copyleft is typically triggered by distribution. In some cases this is narrowed down/weakened (LGPL, MPL, EPL), in others widened/strenghtened (AGPL).

license details

license details

internal use vs (re)distribution

License details – Internal use vs (re)distribution

- use = OK by law, no license needed
- copyleft triggered by (re)distribution

https://copyleft.guide

license details

GPL-3.0 vs AGPL-3.0

GPL-3.0 vs AGPL-3.0

in SaaS

copyleft in AGPL-3.0 triggers also on modification && network use⁵

(L)GPL-* does not

caveat: this works only if the licensee is using the software itself (e.g. front-end)

⁵Other SaaS copyleft licenses include *EUPL-1.2* and *OSL-3.0* (and its variations).

license details

LGPL-2.0 vs LGPL-2.1

License details - LGPL-2.0 vs LGPL-2.1

same in spirit

but: LGPL-2.1 introduces the dynamic linking exception

very important for certain languages – e.g. Java

no difference for other languages $-\ e.g.$ Go

License details - LGPL-2.0 vs LGPL-2.1

LGPL-2.1 §6.b:

Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

license details

"or later"

License details - "or later" clause

in general

identified in SPDX with: + (e.g. MPL-1.1+)

specifics of the GPL family

e.g. GPL-2.0-or-later vs GPL-2.0-only⁶

- "-only" 2.0 only
- "-or-later" 2.0 or any later version (i.e. 2.0, 2.1, 3.0, ...)
- version missing any version at all (i.e. 1.0, 2.0, 2.1, 3.0, ...)

⁶The "-or-later" and "-only" suffix were (re)introduced for GPL family in SPDX 3 to be more consistent with FSF's interpretation of their own licenses.

license details

GPL-2.0 vs GPL-3.0

What is new in GPL-3.0

anti-DRM grace period⁷ for violations explicit patent license

⁷If you need to use GPL-2.0, consider signing https://gplcc.github.io/gplcc/.

license details

the Dalton BSD brothers

BSD-4-Clause (i.e. Averell Dalton)

- 1. notices in source code
- 2. notices in binary
- 3. the "obnoxious BSD advertising clause" GPL incompatible
- 4. no endorsement clause

BSD-3-Clause (i.e. Jack Dalton)

- 1. notices in source code
- 2. notices in binary
- 3. the "obnoxious BSD advertising clause" GPL incompatible
- 4. no endorsement clause

BSD-2-Clause (i.e. William Dalton)

- 1. notices in source code
- 2. notices in binary
- 3. the "obnoxious BSD advertising clause" GPL incompatible
- 4. no endorsement clause

BSD-1-Clause (i.e. Joe Dalton)

- 1. notices in source code
- 2. notices in binary
- 3. the "obnoxious BSD advertising clause" GPL incompatible
- 4. no endorsement clause

license details

other licenses in context

permissive licenses (e.g. MIT, ISC) – similar to BSD-3-Clause

■ Apache-2.0 – permissive + explicit patent license

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■ Apache-2.0 – permissive + explicit patent license

weak copyleft differs in scope:

- LGPL-* covers the whole "library"
- MPL-2.0 covers individual files
- EPL-1.0 covers the whole "module", but EPL-2.0 covers individual files

permissive licenses (e.g. MIT, ISC) – similar to BSD-3-Clause

■ Apache-2.0 – permissive + explicit patent license

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- LGPL-* covers the whole "library"
- MPL-2.0 covers individual files
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strong copyleft (e.g. GPL-*, AGPL-3.0) covers "the whole derivative work"

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- EPL-1.0 covers the whole "module", but EPL-2.0 covers individual files

strong copyleft (e.g. GPL-*, AGPL-3.0) covers "the whole derivative work"

NB: this is a gross oversimplification

license details

license compatibility

License compatibility for derived & combined works

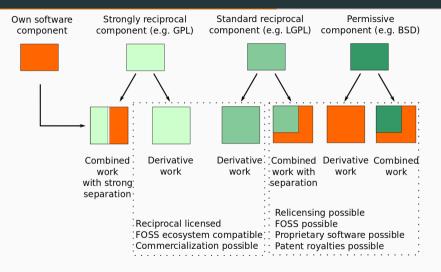


Figure 3: License compatibility for derived & combined works (Mikko Välimäki)

License compatibility between most popular licenses

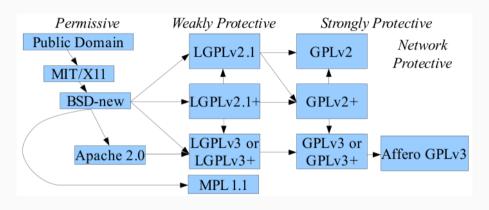


Figure 4: License compatibility between most popular licenses (David A. Wheeler)

License compatibility between most popular licenses

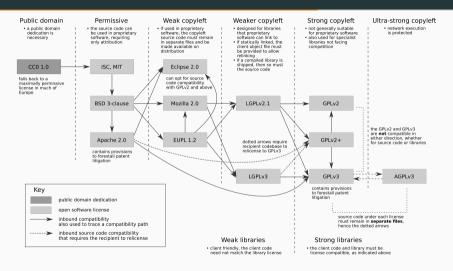


Figure 5: License compatibility between most popular licenses (Robbie Morrison)

license details

choose your license

Choose your license: Things to consider

- use case (e.g. traditional distribution vs SaaS)
- compatibility with inbound licenses
- ecosystem (e.g. copyleft is a problem in Go)

Choose your license: Some suggestions

GPL-3.0-or-later – desktop use, you want to be extra sure the software to stay FOSS

AGPL-3.0-or-later, OSL-3.0, EUPL-1.2 – ditto, but in (front-end) SaaS

EPL-2.0, MPL-2.0, LGPL-3.0-or-later – for libraries, or when you want just your part of code to stay FOSS

Apache-2.0, BSD-3-Clause, MIT – if wide adoption is key, regardless if in closed source (e.g. standards)

Unlicense, MIT-0, OBSD, $CC0-1.0^8$ – as "public domain" as it gets

CC-BY-4.0 (permissive), CC-BY-SA-4.0 (copyleft) – for docs and non-code content

EUPL-1.2 – when you are forced to by public bodies

⁸NB: Creative Commons licenses, including *CC0-1.0* explicitly do not carry a patent license.

Choose your license: Helper choosers

EC's JoinUp License Assistant

FSF's license recommendation

GitHub's ChooseALicense

marking your own code

marking your own code

how get your software REUSE'd ;)

REUSE: why

why bother?

REUSE: why

why bother?

■ no license = no (re)use

REUSE: why

why bother?

- no license = no (re)use
- it is your code let it be known :)

REUSE: basics

3 easy steps

- 1. choose and provide licenses
- 2. add copyright and licensing information to each file
- 3. (confirm REUSE compliance)

official docs

https://reuse.software/

(much) more on copyright headers

https://matija.suklje.name/how-and-why-to-properly-write-copyright-statements-in-your-code

REUSE example header

```
 SPDX-FileCopyrightText: @ {\$year_of_file_creation} {\$name_of_copyright_holder} < {\$contact} > SPDX-License-Identifier: {\$SPDX_license_name}
```

REUSE example header

```
SPDX-FileCopyrightText: © {$year_of_file_creation} {$name_of_copyright_holder} <{$contact}> SPDX-License-Identifier: {$SPDX_license_name}

SPDX-FileCopyrightText: © 2021 Matija Šuklje <matija@suklje.name> SPDX-License-Identifier: BSD-3-Clause
```

REUSE example header

```
SPDX-FileCopyrightText: © {$year_of_file_creation} {$name_of_copyright_holder} <{$contact}>
SPDX-License-Identifier: {$SPDX_license_name}

SPDX-FileCopyrightText: © 2021 Matija Šuklje <matija@suklje.name>
SPDX-License-Identifier: BSD-3-Clause

SPDX-FileCopyrightText: © 2021 LolWhut Inc. <a href="https://lolwhut.example">https://lolwhut.example>
SPDX-License-Identifier: BSD-3-Clause</a>
```

marking your own code

REUSE.software demo

thank you

thank you

Julian Julia

15' break

bonus round

copyright - bonus topics

copyright - bonus topics

moral vs economic

Copyright – Moral & Economic rights

economic rights

rights to economic exploitation of the work

can be transferred (CAA, employment, ...)

 $^{^9 \}text{Technical}$ reason why in jurisdictions with moral ${\mathbin{\mathbb Q}}$ rights you cannot dedicate your work to public domain.

Copyright – Moral & Economic rights

economic rights

rights to economic exploitation of the work

can be transferred (CAA, employment, ...)

moral rights

- right to first publication
- right to paternity (= attribution)
- right to integrity (not applicable to code)
- ...

cannot be transferred⁹

 $^{^9\}mathrm{Technical}$ reason why in jurisdictions with moral $^{\odot}$ rights you cannot dedicate your work to public domain.

copyright – bonus topics

myths

• you need to use © sign

- you need to use © sign
- \bullet you need to bump the year in $\mathbb C$ notice

- you need to use © sign
- you need to bump the year in © notice
- no license = no copyright

- you need to use © sign
- you need to bump the year in © notice
- no license = no copyright

lies! damn lies! ... and not even statistics

more info: https://matija.suklje.name/how-and-why-to-properly-write-copyright-statements-in-your-code

copyright – bonus topics

exceptions & limitations

Copyright – Exceptions & Limitations

- © law allows for some exceptions:
 - quotation
 - critique
 - parody
 - school examples
 - personal copy
 - · ...

most of these are of very limited use in writing code (even in research) – do not rely on them

open content & open data

open content & open data

images & design

Copyright in Images & Design

are also covered by copyright¹⁰ so, you also need a license

 $^{^{10}}$ Potentially can be covered also under trade dress (similar to trade marks) or industrial design rights (EU) / design patents (US) (needs registration).

open content & open data

free culture

Copyright in Images & Design – Free Culture

- use and perform the work
- study the work and learn from it
- **share** the original work
- improve the work and share your modified work

Copyright in Images & Design – Free Culture licenses

common free culture/content licenses:

- *CC0-1.0* CC Zero
- *CC-BY-4.0* CC Attribution
- *CC-BY-SA-4.0* CC Attribution ShareAlike
- *OFL-1.1* − SIL Open Font License
- CERN-OHL-1.2 CERN Open Hardware License

problematic licenses / false friends:

- CC-BY-SA-NC-4.0 CC [...] NonCommercial
- CC-BY-SA-ND-4.0 CC [...] NoDerivatives

open content & open data

open data

Data basics

information is not ${\Bbb C}$ protected $per\ se$ sets of data and data bases are protected by $sui\ generis\ database\ rights^{11}$

¹¹In the EU. In USA and some other jurisdictions, data bases fall under (a "lesser") copyright.

Open Data licenses

common open data licenses:

- *CC0-1.0* CC Zero
- PDDL-1.0 ODC¹² Public Domain Dedication & License
- ODC-By-1.0 Open Data Commons Attribution License
- ODbL-1.0 ODC Open Database License (ShareAlike)

¹²Open Data Commons

FOSS Licensing

Part 2 - Inbound compliance & tooling

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what we will look into today

Agenda

Part 2: inbound licensing

- 1. why compliance matters
- 2. OpenChain compliance ISO standard
- 3. SPDX data ISO standard
- 4. tools & services
- 5. tools demo

FOSS compliance

FOSS compliance

why bother?

FOSS compliance: What is it?

= bare minimum legal requirement

failure to follow the licenses can result in copyright infringement

FOSS compliance: What is it?

= bare *minimum* legal requirement failure to follow the licenses can result in copyright infringement civil & criminal repercussions possible

FOSS compliance

what to watch out for

FOSS: In practice

inbound licenses need to be compatible with your outbound licenses you have to:

- keep license texts & copyright notices
- properly mark your own work
- if copyleft, resulting code has to be released under the same license¹
- if copyleft, give/offer source code & log if you changed upstream code²
- (look for licenses that your downstream is also OK with)
- (list all 3rd party code and info about it)

¹Copyleft is typically triggered by distribution.

²Necessary just for some licenses, but always a good idea!

FOSS compliance: Technical questions

who holds the (copy)rights?

what are the applicable licenses?

is the code (un)modified?

how do the differently licensed pieces of code interact?

FOSS compliance: Technical questions

who holds the (copy)rights?

what are the applicable licenses?

is the code (un)modified?

how do the differently licensed pieces of code interact?

no derivative work

- runtime (e.g. CLI)
- web API (e.g. REST)

(probably) derivative work

- linking (static vs dynamic important for e.g. LGPL-2.1-or-later)
- copy-paste

standards

standards

OpenChain

OpenChain

FOSS compliance minimum standards³ and certification

- people
- policies
- processes

(self-certification possible)

https://openchainproject.org/

³ISO standard ISO/IEC 5230:2020.

standards

SPDX

SPDX = Software Package Data Exchange

standard⁴ for communicating software bill of material information on, including:

- components,
- licenses, copyright,
- security references,
- code relationships, etc. technical details

also license unique IDs, language/syntax and file formats for all of above

https://spdx.dev/

⁴ISO standard ISO/IEC DIS 5962.

SPDX: Words and syntax

SPDX unique license names, e.g.:

BSD 3-Clause "New" or "Revised" License = BSD-3-Clause

https://spdx.org/licenses/

8

SPDX: Words and syntax

SPDX unique license names, e.g.:

BSD 3-Clause "New" or "Revised" License = BSD-3-Clause

https://spdx.org/licenses/

simple SPDX IDs:

SPDX-License-Identifier: LGPL-2.1-or-later

 $^{^5\}mbox{SPDX}$ uses the following operands: AND, OR, WITH, +, and parantheses.

SPDX: Words and syntax

```
SPDX unique license names, e.g.:
BSD 3-Clause "New" or "Revised" License = BSD-3-Clause
https://spdx.org/licenses/
simple SPDX IDs:
SPDX-License-Identifier: LGPL-2.1-or-later
complex SPDX expressions<sup>5</sup>:
SPDX-License-Identifier: Apache-2.0 AND (MIT OR GPL-2.0-only)
https://spdx.dev/ids/
```

⁵SPDX uses the following operands: AND, OR, WITH, +, and parantheses.

SPDX: File⁶

important SPDX tags:

- PackageCopyrightText copyright notice in package
- PackageLicenseDeclared license ID the package claims to be under
- PackageLicenseInfoFromFiles license ID that tool found in the package
- PackageLicenseConcluded license ID a human concluded as actual state of package
- FileCopyrightText copyright notice in file
- LicenseInfoInFile license ID that tool found in the file
- LicenseConcluded license ID a human concluded as actual state of file

⁶SPDX supports several formats: tag:value, RDF, JSON, YAML.

standards

purl

package URL

```
URL to identify packages and their origin
scheme:type/namespace/name@version?qualifiers#subpath
e.g.:
pkg:github/biolab/orange3@220d4bc543369c6735ff939c2cfb8e43da595327
pkg:npm/foobar@12.3.1
pkg:golang/google.golang.org/genproto#googleapis/api/annotations
is also used in SPDX
https://github.com/package-url/purl-spec
```

Clearly Defined.io

ClearlyDefined.io

```
license & copyright data (& collaboration)
offers a confidence score (e.g. 87% is really high)
web service & REST API
https://clearlydefined.io/
```

ScanCode

NexB ScanCode

```
license & copyright scanner scans only the code you fed it one-shot workflow (well suited for {\rm CI/CD^7}) CLI
```

https://github.com/nexB/scancode-toolkit

has a pipeline-based server: https://scancode.io

⁷See e.g. Oracle's License File Auditor as its integration into GitHub Actions.

ORT

OSS Review Toolkit

- Analyzer determines the dependencies and their meta-data
- Downloader fetches all source code of the projects and their dependencies
- Scanner uses configured source code scanners (ScanCode by default)
- Advisor retrieves security advisories for used dependencies
- Evaluator evaluates license / copyright info against customizable policy rules
- Reporter presents results in various formats

emphasis on CI/CD

CLI

https://oss-review-toolkit.org

OpossumUI

OpossumUI

auditing/reviewing tool consumes and integrates data from ORT, ScanCode, OWASP, ScanOSS, SPDX 8 desktop/WebUI

https://github.com/opossum-tool/OpossumUI

⁸SPDX 2.2 in JSON or YAML format.

FOSSology

FOSSology

https://fossology.org

```
license & copyright (& export control, patent) scanning suite scans only the code you fed it (+ unpacks any archives within) auditing workflow integrates several scanning agents

WebUI + REST API
```

FOSSology

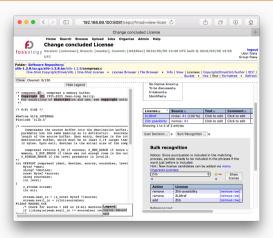


Figure 1: FOSSology: License view of a file with bulk recognition function

SW360

Eclipse SW360

```
software catalogue manager suited for complex projects/products or when they share components integrates with many scanners and other tools (e.g. FOSSology)  (SW360Antenna\ is\ its\ optional\ automation\ component)  WebUI\ +\ REST\ API   https://www.eclipse.org/sw360/
```

Eclipse SW360

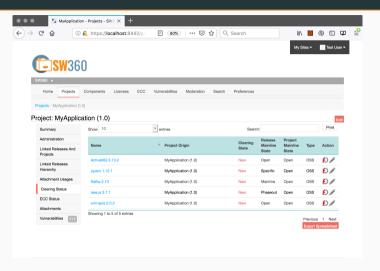


Figure 2: SW360: Project view with (license) clearing information shown

(more) specialised tools

Extra specialised tools

- SPDX Tools to handle SPDX files
- Tern for Docker images
- BANG for firmware images
- CLA Assistant if you need people to sign a CLA for your project⁹

more info on:

http://oss-compliance-tooling.com/

⁹If you **really** need a CLA, please look at FLA-2.0 on https://contributoragreements.org/ca-cla-chooser/. Also my blog post on it.

tooling demo

tooling demo

ScanCode & SPDX & OpossumUI

ScanCode & SPDX demo backup recording

https://asciinema.org/a/ZJk3rrmymbVonySILxwxCpKF7

or in terminal:

asciinema play https://asciinema.org/a/ZJk3rrmymbVonySILxwxCpKF7

FOSS governance

FOSS governance

more than compliance

FOSS governance: The next step

- = consistent policies, processes, and decisions regarding FOSS
 - beyond mere compliance
 - interact with the FOSS community
 - contribute back to upstream
 - collaboration reduces R&D costs in the long run
 FOSS = critical supplier ... treat it as such

the end

the end

thank you

Questions & contact

Any questions remaning?

Questions & contact

Any questions remaning?

Matija Šuklje

matija@suklje.name

https://matija.suklje.name