

Osnove odprtokodnega licenciranja

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FOSS

zakaj uporabljati FOSS

- kul
- ceneje
- ponovna (upo)raba tehnologije in znanja
- hitrejši razvoj
- varnejše – “given enough eyeballs, all bugs are shallow”¹

¹Linus' law

FOSS licence

- **use** – prosto uporabljati kodo
- **study** – prosto pregledati kodo
- **share** – prosto deliti kodo
- **improve** – prosto izboljšati kodo in deliti to spremenjeno različico

“Free Software” = “Open Source Software” = “Libre Software” = “FOSS”

Free Software = Prosto programje Open Source Software = odprtokodno programje
(oz. “odprta koda”)

FOSS² != freeware

²“Free as in freedom, not free as in beer.”

vhodne licence morajo biti kompatibilne z izhodnimi licencami

pogosto je treba:

- obdržati vsa besedila licenc
- obdržati vse označbe avtorstva oz. imetnikov avtorskih pravic
- seznam vseh zunanjih komponent (t.i. Bill of Material)
- pravilno označiti lastna dela
- upoštevati tudi interes svojega sprejemnega toka (ang. downstream)

- dobite vse pravice iz svojega povratnega toka (ang. upstream)
- izvedeno/predelano delo je lahko pod **katero koli licenco** (tudi zaprto/lastniško)
- **ni potrebno** deliti izvorno kodo s sprejemnim tokom (ang. downstream)
- potrebno je ohraniti besedilo licence
- potrebno je ohraniti označbe imetnikov avtorskih pravic
- včasih je potrebno ohraniti označbe avtorjev ipd. opombe

npr.³ *BSD-2-Clause, BSD-3-Clause, MIT, Apache-2.0*

³Imena licenc v poševni pisavi sledijo [SPDX \(3.0\) nomenklaturi](#).

- dobite vse pravice iz svojega povratnega toka (ang. upstream)
- izvedeno/predevano delo mora biti pod **isto licenco** – posredujete iste pravice⁴
- **potrebno** je deliti izvorno kodo s sprejemnim tokom (ang. downstream)
- potrebno je ohraniti besedilo licence
- potrebno je ohraniti označbe imetnikov avtorskih pravic
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npr. *GPL-3.0-or-later*, *AGPL-3.0-only*, *LGPL-3.0-or-later*, *EPL-2.0*, *MPL-2.0*,
CDDL-1.1

⁴Ponavadi so copyleft obveznosti pogojene zdistribucijo. Pri nekaterih licencah so ožje (LGPL, MPL, EPL), pri drugih širše (AGPL).

FOSS licence – klasična distribucija

Traditional	Proprietary				Free						Public Domain	
	EULA ²		Copyright ³		Strong Copyleft		Weak Copyleft		Lax			
	1 → 2	2 → 2	1 → 2	2 → 2	1 → 2	2 → 2	1 → 2	2 → 2	1 → 2	2 → 2	1 → 2	2 → 2
Use	✓	✗	✓	✗	✓	✓	✓	✓	✓	?	✓	?
Study	✗	✗	✓ ⁴	✗	✓	✓	✓	(✓) ₅	✓	?	✓	?
Share	✗	✗	✗	✗	✓	✓	✓	(✓) ₅	✓	?	✓	?
Improve	✗	✗	✓ ⁴	✗	✓	✓	✓	(✓) ₅	✓	?	✓	?
Moral rights¹	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	?
Examples	CompanyX EULA				AGPL-3.0 GPL-3.0 EURL-1.2 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 Unlicense	

1. These are the rights relevant for the "good name" of the author, such as the right to paternity or the right to recall a work. In most continental Europe jurisdictions, they cannot be transferred.
2. In general the licensee agrees to get less rights than those under "pure" copyright.

3. Default by law, unless licensed otherwise.
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-3.0) or selected files (MPL-2.0, EPL-2.0).

1 = original author/licensor
2 = first user/licensee; second licensor
2 = second user/licensee

praviloma se copyleft klavzule sprožijo ob distribuciji

pri SaaS, se kode praviloma ne distribuira končnemu uporabniku

tako da ...

“SaaS Permissive”

- javna domena (Public Domain)
- klasična permisivna (traditional Permissive)

“SaaS Weak Copyleft”

- klasičen šibek copyleft (traditional Weak Copyleft)
- večina klasičnih močnih copyleft (traditional Strong Copyleft)

“SaaS Strong Copyleft”

- klasičen močen (traditional Strong Copyleft), ki se sproži npr. z “users [are] interacting with it remotely through a computer network”
- v praksi: *AGPL-1.0*, *AGPL-3.0-or-later*

FOSS licence – SaaS kontekst

SaaS	Proprietary				"SaaS" Free / Open						Public Domain	
	EULA ²		Copyright ³		Strong Copyleft		Weak Copyleft		Lax			
	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3	1 → 2 → 2 → 3
Use	✓	✗	✓	✗	✓	✓	✓	?	✓	?	✓	?
Study	✗	✗	✓ ⁴	✗	✓	✓	✓	(?) ⁵	✓	?	✓	?
Share	✗	✗	✗	✗	✓	✓	✓	(?) ⁵	✓	?	✓	?
Improve	✗	✗	✓ ⁴	✗	✓	✓	✓	(?) ⁵	✓	?	✓	?
Moral rights¹	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	?
Examples	CompanyX EULA				AGPL-3.0		GPL-3.0 EUPL-1.2 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 Unlicense	

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2. In general the licensee agrees to get less rights than those under "pure" copyright.

3. Default by law, unless licensed otherwise.
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" licenses are preserved only for the original library (LGPL-3.0) or selected files (MPL-2.0, EPL-2.0).

1 = original author/licensor
2 = first user/licensee; SaaS provider
3 = SaaS end-user

Dobre prakse

kako primerno opremiti lastno kodo z licencami ipd. podatki:

1. dodaj besedilo licence
2. v vsaki datoteki navedi kratko SPDX ime licence in imetnika avtorskih pravic
3. preveri kompatibilnost z uporabo reuse orodja

<https://reuse.software>

= Software Package Data Exchange

standardiziran jezik, sintaksa in format za izmenjavo podatkov potrebnih za FOSS skladnost (+ več)

<https://spdx.org>

standard in certifikat za minimalno potrebno FOSS skladnost v branži
(podobno kot ISO 9000)

vedno več večjih gospodarskih družb to zahteva od svojih dobaviteljev

<https://openchainproject.org/>

Hvala za pozornost
