
Open For Business
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What is the OSS status quo?

- How much open source is used in business?
- Where does most OS software come from?

Business Policy

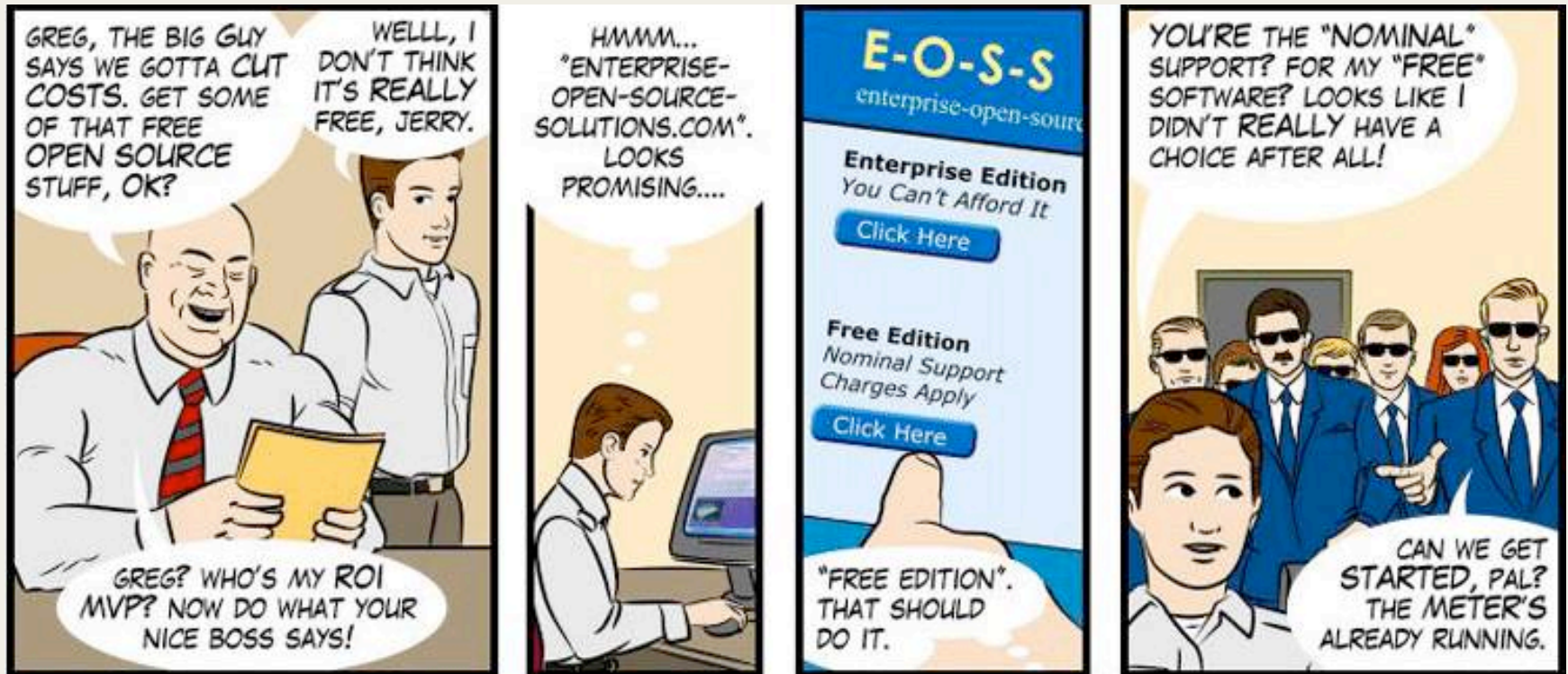


'What do you mean don't open source it?
I've already laid off Engineering and QA.'

How do you make money out of open source?



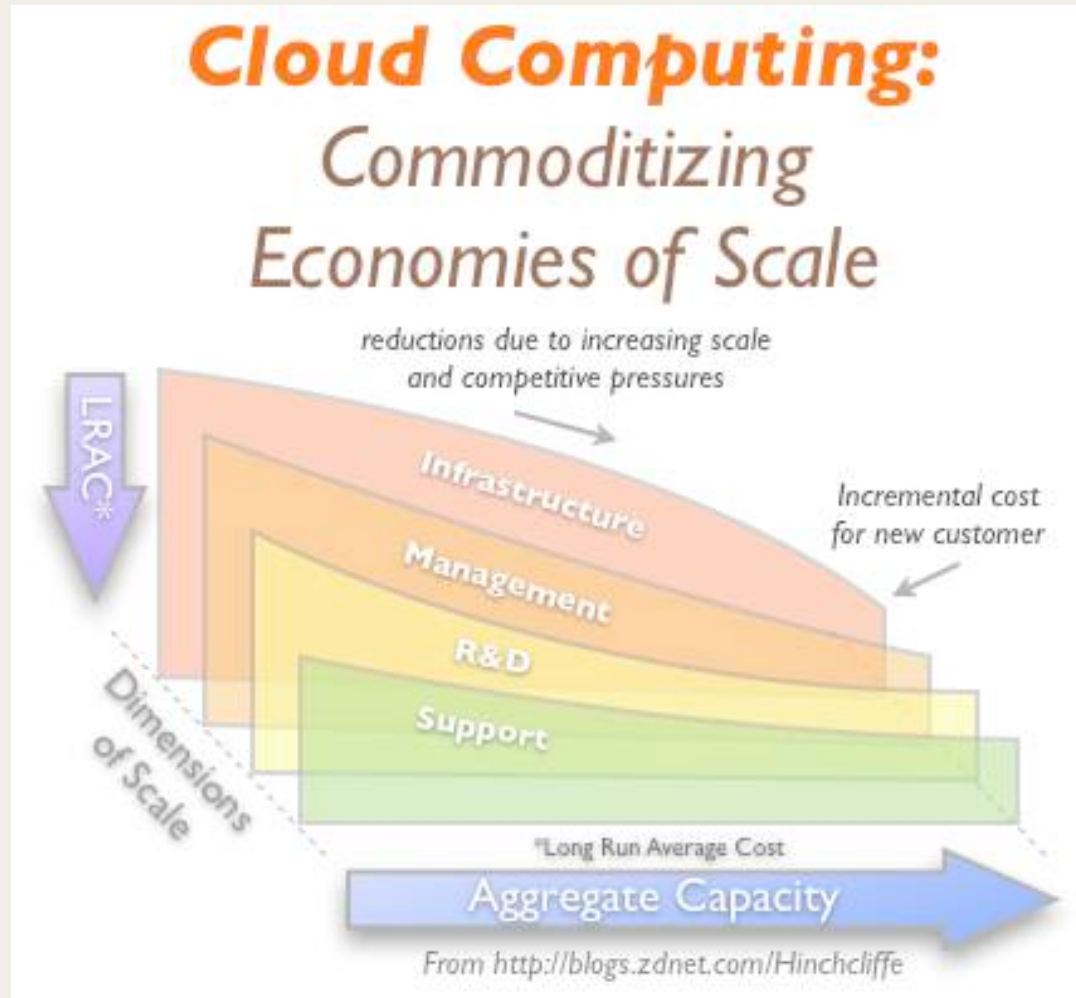
Support Services – what are you buying?



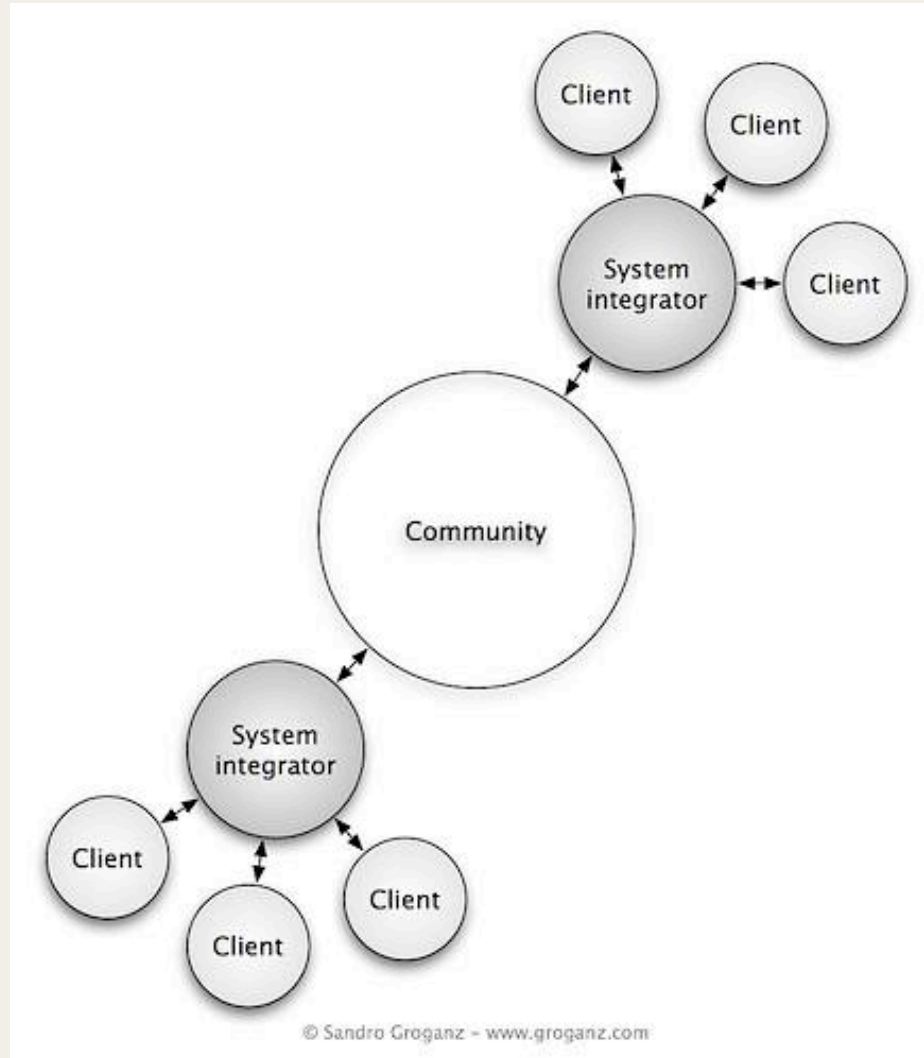
Engineering Services

- Provided without warranty
- Customisation
- Ownership of Code

Server and Cloud



SI's



Creative Models

- Find a rich man or woman – a benevolent dictator
- HR Services – could open to any services
- Code Checking - Black Duck, Palameida, Open Logic
- Consultancy

Traditional Agreement

- Distribution Agreement
- Grant of a licence, for consideration = price
- Terms of licence dictated by the agreement
eg perpetual, worldwide, royalty, what can do, term of licence, usage volume, etc
- May tie services into software licence, ie cannot support without payment
- Closed source = escrow in case of problems
- Audit to enforce licence
- Suspension of service if infringe
- Updates and versioning
- Own what you pay for = assignment
- Exit provisions

Traditional Agreement

- Fit for purpose
 - Satisfactory and merchantable quality
 - Service standards
 - Millennium bug, Euro Compliance and other transitional specifics
 - Third Party IP Infringement
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- Indemnify against the warranties
 - Cap, or unlimited – wholly owned and control
 - Consequential loss included or excluded?
 - Other remedies, eg repair, replace or remove

Open Source Agreement

- Service Agreement
- Source Code available, secret sauce!
- Software generally under an approved open source licence eg OSI approved
 - copy left
 - permissive
- Generally no charge for licence
- Ownership of IP
- Ubuntu updates free
- Interoperability
- Version Control

Licences



Licences

- Software subject to the OS licences
- Proprietary terms included in agreement
- Schedule of Software – Certificate of Originality, no warranty
- SPDX – Software Package Data Exchange
- Consider any Business Policy re licences
- Collective Work
- Modification ownership
- SDK
- No need for escrow
- No need for EULA

Duty to contribute back

- Licence terms
- Distribution

Patent Licence

- Some explicitly grant the patent rights necessary
- Purposes of using, adapting and distributing the code
- Apache Licence v2, GPL v3 and Eclipse Public Licence

Trade Mark Licence

- Purpose of TM
- Not part of Software licence
- GPL v3, additional permissions, Section 7 (e)
- Modifications and use of Mark subject to Policy, specific licence
- Any other IP not covered by Software licence

Specifications and Agile Development



#113 - "AGILE DEVELOPMENT, EXPLAINED" - BY SALVATORE IOVENE, FEB. 21ST 2009

[HTTP://WWW.GEEKHEROCOMIC.COM/](http://www.geekherocomic.com/)

Warranties

- Software is free so without warranty, disclaims implied warranties/IP
- Functionality
- Services
- Any bespoke code
- Remedies
- Lawyers want a warranty – comply with known licences

Combinations with proprietary

- Viral Effect and derivative works
- Method of combination
- Rights to do this
- Warranties

Indemnities

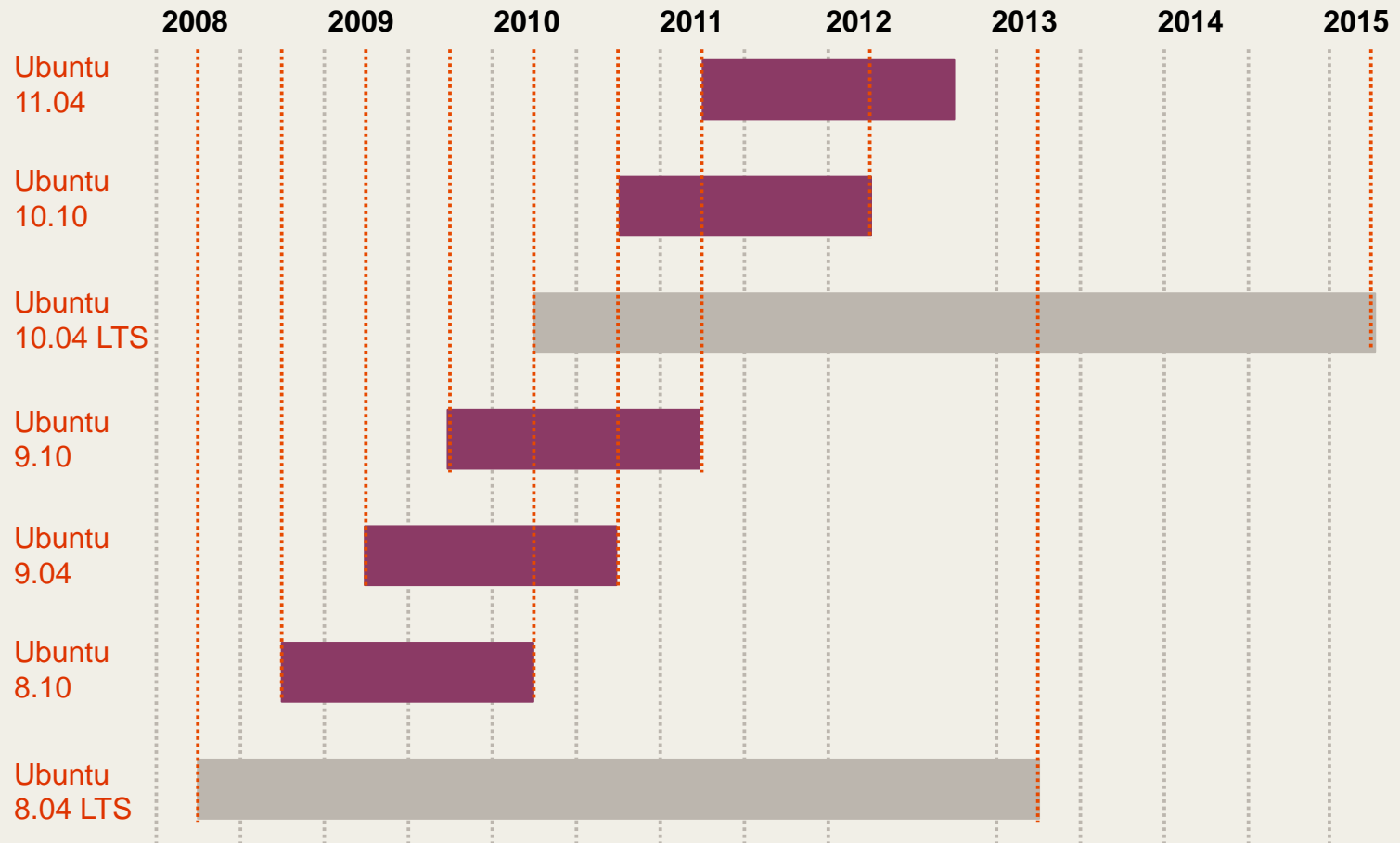


- Risk and Rewards
- Aggregate
- Term of agreement?
- Conduct of claim
- Caps

Release Cycles and Support periods

Ubuntu releases

Twice yearly - April and October



Community

- Ownership
- Timing
- Changes

Risk Grid

The Risk Grid (v8)

Issue	Commentary	Who is best placed to bear risk?	Best mechanism to tackle risk	Sample Wording	Supplier's Arguments	Customer's arguments	Comments
Supplier-created code infringes copyright	The risk of detection of infringement is easier for [F/OSS] (as the code is more readily available for comparison purposes, especially if the code is GPL and re-distributed, but the ability of the customer to mitigate its loss is greater, as it automatically has access to the source code, to enable it to re-engineer infringing code itself if the Supplier will not or cannot do so.	Supplier	Indemnity/warranty from Supplier. Supplier has right to rewrite infringing code. Version control system (VCS) shared repository and allowing audit rights	The Supplier warrants that it has title to all Supplier-Created Code and that its delivery [assignment/licence] to the Customer and use in accordance with this Agreement does not infringe the [copyright] of any third party.	No good ones!	Supplier is in control of code creation, and should therefore be liable for third party infringements. Supplier should use a common source code repository, to which Customer may be given access.	

www.ifosslr.org/ifosslr/article/downloadSuppFile/10/2

App Store

November 7th, 2010



earthpigg 🐷

Tall Café Ubuntu



#1

Join Date:

Apr 2008

Location:

California Republic

Beans:

2,658

FSF vs App Store

The final conclusion of this post to vlc-devel, regarding the presence of a VLC-based product that is offered for \$0.00 in the iPad App Store...

<http://mailman.videolan.org/pipermai...er/077486.html>

To summarize:

** The App Store terms apply to GPLed software in the App Store.*

** Those terms force strict Usage Rules on customers that prohibit many activities that are allowed under the GPL.*

** Those restrictions are not allowed under GPLv2 section 6.*

Again, if any of you have any questions, I'll be happy to answer them.

Best regards,

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Brett Smith

Licensing Compliance Engineer, Free Software Foundation

The developer of this GPL and VLC-based iPad App is [very angry](#).

The full discussion can be accessed [here](#).

So, there ya have it folks. Why no GPL'd software in the App Store?

It isn't because of Apple. They have approved GPL'd Apps in the past.

The Free Software Foundation's Compliance Engineers are the ones stomping out GPL'd Apps as they pop up.

EDIT: here's another [summary of events](#).

Last edited by earthpigg; November 7th, 2010 at 11:23 PM.