



Fraunhofer Institut
Experimentelles
Software Engineering

Report: Open Source Lizenzen 2005

EINE SZENARIO-BASIERTE UNTERSUCHUNG DER
GEBRÄUCHLICHSTEN LIZENZEN IM OSS BEREICH

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Abstract

Lizenzen schützen die Rechte der Entwickler an Ihrer Arbeit und sollen Sie vor Angriffen anderer schützen. Heutzutage existieren mehrere dutzend Lizenztypen im Open-Source Bereich welche die verschiedensten Charakteristiken aufweisen und sich teilweise nur marginal unterscheiden.

Dieser Report gibt einen Überblick über eine Teilmenge der momentan gebräuchlichsten Lizenzen für Open-Source Software und klärt darüber auf inwiefern ein Nutzer oder ein Unternehmen ein Softwareprodukt mit solch einer Lizenz wiederverwenden oder nutzen kann.

Schlagworte: Lizenzen, Open Source Software, Wiederverwendung

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1. Einleitung

Heutzutage existieren unzählige Open Source Projekte die häufig in Unternehmen eingesetzt werden und in anderen teilweise kommerziellen Produkten Verwendung finden. Allein in der Open Source Software (OSS) Repositorium Sourceforge (<http://www.sourceforge.net>) werden zur Zeit über 100.000 OSS-Projekte verwaltet. Andere Repositorien wie Freshmeat (<http://www.freshmeat.net>) oder berliOS (<http://www.berlios.de/>) verwalten zusätzlich tausende von Projekten.

Diese Nutzung ist auch im Sinne der Definition von open source. Die Grundidee dabei ist der freie Zugang und die öffentliche Nutzung von Software durch die Allgemeinheit. Die Open Source Initiative (OSI, <http://www.opensource.org/>) verwendet folgende Definition für die Idee open source:

*The **basic idea behind open source** is very simple: When programmers can read, redistribute, and modify the source code for a piece of software, the software evolves. People improve it, people adapt it, people fix bugs. And this can happen at a speed that, if one is used to the slow pace of conventional software development, seems astonishing.*

Wie und unter welchen Randbedingungen ein OSS eingesetzt, weiterentwickelt oder vertrieben werden darf regelt dabei die Lizenz.

Dieser Report gibt einen Überblick über eine Teilmenge der momentan gebräuchlichsten Lizenzen für Open-Source Software und klärt darüber auf inwiefern ein Nutzer oder ein Unternehmen ein Softwareprodukt mit solch einer Lizenz wiederverwenden oder nutzen kann.

1.1 Open Source Lizenzen

Da der freie Zugang zum Quellcode es nun ermöglicht die OSS zu verändern, zu erweitern, oder in eigene Software zu integrieren werden diese mit Lizenzen versehen die Ihre Nutzung regeln. Lizenzen schützen die Rechte der Entwickler an Ihrer Arbeit und sollen Sie vor Angriffen anderer schützen. Da es noch keinen einheitlichen Standard für Lizenzen gibt und jede Entwicklungsgruppe eigene Anforderungen und Sichtweisen hat existieren heute über 60 unterschiedliche Lizenzen (<http://www.opensource.org/licenses/index.php>) die sich teilweise nur marginal unterscheiden.

Open Source Lizenzen werden dabei von der OSI folgendermaßen definiert (<http://www.opensource.org/docs/definition.php>):

1. **Free Redistribution:** The license shall not restrict any party from selling or giving away the software as a component of an aggregate software distribution containing programs from several different sources. The license shall not require a royalty or other fee for such sale.

2. **Source Code:** The program must include source code, and must allow distribution in source code as well as compiled form. Where some form of a product is not distributed with source code, there must be a well-publicized means of obtaining the source code for no more than a reasonable reproduction cost—preferably, downloading via the Internet without charge. The source code must be the preferred form in which a programmer would modify the program. Deliberately obfuscated source code is not allowed. Intermediate forms such as the output of a preprocessor or translator are not allowed.

3. **Derived Works:** The license must allow modifications and derived works, and must allow them to be distributed under the same terms as the license of the original software.

4. **Integrity of The Author's Source Code:** The license may restrict source-code from being distributed in modified form only if the license allows the distribution of "patch files" with the source code for the purpose of modifying the program at build time. The license must explicitly permit distribution of software built from modified source code. The license may require derived works to carry a different name or version number from the original software.

5. **No Discrimination Against Persons or Groups:** The license must not discriminate against any person or group of persons. Some countries, including the United States, have export restrictions for certain types of software. An OSD-conformant license may warn licensees of applicable restrictions and remind them that they are obliged to obey the law; however, it may not incorporate such restrictions itself.

6. **No Discrimination Against Fields of Endeavor:** The license must not restrict anyone from making use of the program in a specific field of endeavor. For example, it may not restrict the program from being used in a business, or from being used for genetic research.

7. **Distribution of License:** The rights attached to the program must apply to all to whom the program is redistributed without the need for execution of an additional license by those parties.

*8. **License Must Not Be Specific to a Product:** The rights attached to the program must not depend on the program's being part of a particular software distribution. If the program is extracted from that distribution and used or distributed within the terms of the program's license, all parties to whom the program is redistributed should have the same rights as those that are granted in conjunction with the original software distribution.*

*9. **License Must Not Restrict Other Software:** The license must not place restrictions on other software that is distributed along with the licensed software. For example, the license must not insist that all other programs distributed on the same medium must be open-source software.*

*10. **License Must Be Technology-Neutral:** No provision of the license may be predicated on any individual technology or style of interface.*

Einige prominente Lizenzen wie die GPL (GNU Public License) halten sich nicht an diese konvention da Sie z.B. ein Copyleft verwenden. **Copyleft** bezeichnet einen gewissen Aspekt des Copyrights, der die Rechtslage derart umkehrt – daher auch die Namenswahl, so dass Weiterentwicklungen frei sein müssen und der Quellcode offengelegt werden muss. Man unterscheidet hierbei zwischen „*weak copyleft*“, bei dem nur Modifikationen unter die Bedingungen der Ursprungslizenz fallen; und „*strong copyleft*“, bei dem das gesamte benutzende Projekt unter die Lizenzbedingungen fällt.

In diesem Report wurden dabei die folgenden Lizenzen auf deren Tauglichkeit in Hinsicht auf die Szenarien in Abschnitt 1.1 überprüft:

- *Apache Software License 1.1*, von 2000 [ApacheLT]
- *BSD License*, vom 22.07.1999 [BSD_LT]
- *Common Public License Version 1.0*, vom Juni 2002[CPL_LT]
- *Eclipse Public License 1.0*, von Mai 2004 [EPL_LT]
- *Mozilla Public License 1.1*, von 1998 (v1) [MOZ_LT]
- *Sun Industry Standards Source License*, [SISSL_LT]
- *GNU General Public License 2.0*, vom Juni 1991 [GPL_LT]
- *GNU Lesser or Library General Public License 2.1*, von 1999 [LGPL_LT]
- *The PHP License 3.0*, von 2005 [PHP_LT]
- *W3C Software Notice and License*, vom 31.12.2002 [W3C_LT]
- *Apple Public Source License Version 2.0*, vom 06.08.2003 [Apple_LT]
- *Open Software License v. 2.1*, von 2004 [OSL_LT]

1.2 Problemstellung und Zielsetzung

Beim Einsatz und der Wiederverwendung von OSS sind nun unterschiedliche Szenarien möglich die vom jeweiligen Kontext abhängen. Zum einen kann die OSS in das eigene Produkt integriert werden. Dabei unterscheiden die in diesem Report zwischen folgenden Szenarien:

- **Produktintegration I** (Sourceintegration): Ein Entwickler möchte Teile des Quellcode (Methode, Klasse, Subsystem, System) durch Copy&Paste oder mittels Kapselung durch Vererbung, in das eigenes Produkt integrieren (White-box reuse without modification).
- **Produktintegration II** (Sourceadaption): Ein Entwickler möchte Teile des Quellcode (Methode, Klasse, Subsystem, System) durch Copy&Paste in das eigenes Produkt integrieren und modifizieren (White-box reuse with modification).
- **Produktintegration III** (Bibliotheksnutzung): Ein Entwickler möchte Teile des Systems als Bibliothek nutzen und durch Instanziierungen und Aufrufe in das eigenes Produkt integrieren (Black-box reuse without modification).
- **Produktintegration IV** (Produktadaption): Ein Entwickler möchte Teile des Systems als Bibliothek nutzen und durch Instanziierungen und Aufrufe in das eigenes Produkt integrieren muss aber an einigen Klassen Veränderungen vornehmen (Black-box reuse with modification).

Weiterhin existieren folgende Szenarien bei denen das OSS durch das eigene Produkt genutzt wird:

- **Produktnutzung I** (Systemnutzung): Der Entwickler möchte zur Entwicklung seines eigenen Produktes ein fremdes Produkt benutzen (z.B. MySQL benutzen)
- **Produktnutzung II** (Systemeinbettung): Der Entwickler möchte sein eigenes Produkt auf einem fremden Produkt laufen lassen (z.B. in JBOSS laufen lassen)

Letztlich werden noch folgende Szenarien untersucht bei denen das OSS erweitert vertrieben werden soll (d.h. „Re-packaging“) oder ein Demonstrator darauf aufgebaut wird:

- **Produktentwicklung** (Systemerweiterung): Der Entwickler möchte sein eigenes Produkt auf einem fremden Produkt aufbauen, d.h. das Ursprungsprodukt weiterentwickeln (z.B. eigene Eclipse-Distribution erstellen)
- **Prototyping I** (In-house): Der Entwickler möchte einen in-house Prototypen mit fremden Produkten aufbauen um damit die Machbarkeit zu demonstrieren und/oder Anforderungen durch Beispiele zu konkretisieren.

- **Prototyping II** (Technologiedemonstration): Der Entwickler möchte einen Prototypen mit fremden Produkten aufbauen um damit die Machbarkeit zu demonstrieren und/oder Anforderungen durch Beispiele zu konkretisieren. Der Prototyp wäre hier über das Netz oder auf einer CD auch anderen Personen zugänglich (z.B. dem Kunden oder der potentiellen Kundengruppe).

1.3 Strukturierung und Klassifikation der Lizenzen

Zur Analyse der Lizenzen welche die Nutzungsrechte von Open Source Software festlegen wurde folgende Struktur verwendet:

- Eine *Kurzbeschreibung* über die Herkunft und Hintergründe der Lizenz
- Beschreibung der *Besondere Merkmale* für welche das Werkzeug entwickelt (und beworben) wird.
- Liste aller *Szenarien* und dem Effekt, den die Lizenz auf diese Szenarien hat.

2. Lizenzen im Überblick

2.1 Apache Software License (ASL)

Die Apache Software License dient hauptsächlich der Lizenzierung der Projekte der Apache Software Foundation, wie z.B. der Apache HTTP Server, Cocoon usw. Projekte, die unter dieser Lizenz stehen, sind für jeden frei verfügbar und für jegliche Zwecke einsetzbar, allerdings unter der Prämisse, dass das Ursprungsprojekt ohne Modifikationen verwendet wird.

Der Lizenztext ist in A.1 oder [Apache_LT] zum Nachzulesen aufgeführt.

2.1.1 Besondere Merkmale

Eine Erweiterung eines Projekts, welches unter der Apache Software License steht, kann nicht nach dem Ursprungsprojekt benannt werden. Des Weiteren dürfen die Namen der Autoren bzw. Urheber nicht zu Vertriebszwecken eingesetzt werden.

2.1.2 Szenarien

Produktintegration I: Sourceintegration

Ja, und es entstehen keine Verpflichtungen dadurch bezüglich der Lizenzwahl. Jedoch ist zu beachten, dass die Namen der Autoren bzw. Urheber des Ursprungsprojekts nicht für Vermarktungszwecke eingesetzt werden dürfen.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Wie Produktintegration I.

Produktintegration IV: Produktadaption

Wie Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Wie Produktnutzung I.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Der Name des entstehenden Produkts darf nicht „Apache“ enthalten, und die Namen der Autoren bzw. Urheber des Ursprungsprodukts dürfen nicht zu Vermarktungszwecken eingesetzt werden.

Sonstiges

Das Copyright liegt beim Autor.

2.1.3 Fazit

In erster Linie bietet die Apache Software License einen optimalen Kompromiss zwischen Wahrung der Interessen der Apache Software Foundation (s. 2.1.1) und größtmöglichen Freiheiten für die Nutzer dieser Projekte.

Dadurch, dass man den Sourcecode der Öffentlichkeit auch vorenthalten kann, wäre der Einsatz von Open Source Produkten, die unter der Apache Software License stehen, auch durchaus für kommerzielle Anwendungen denkbar.

Ebenso kann man Projekte, die unter dieser Lizenz stehen, beliebig erweitern, modifizieren und vertreiben, solange man die Besonderheiten dieser Lizenz, die bei 2.1.1 aufgelistet werden, beachtet.

2.2 Berkeley Software Distribution License (BSD)

Die Berkeley Software Distribution License wurde an der University of California, Berkeley, entwickelt für Software, die aus universitären Forschungsprojekten hervorgeht. Das bekannteste Beispiel dürfte BSDUnix sein.

Der Lizenztext ist unter A.2 bzw. [BSD_LT] zum Nachlesen aufgeführt.

2.2.1 Besondere Merkmale

Die Namen der Autoren bzw. Urheber nicht zu Vertriebszwecken eingesetzt werden.

2.2.2 Szenarien

Produktintegration I: Sourceintegration

Ja.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Wie Produktintegration I.

Produktintegration IV: Produktadaption

Wie Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Wie Produktnutzung I.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Die Namen der Autoren bzw. Urheber des Ursprungsprodukts dürfen nicht zu Vermarktungszwecken eingesetzt werden.

Sonstiges

Das Copyright liegt beim Autor.

2.2.3 Fazit

In Hinblick auf die ausgewählten Szenarien gewährt die Berkeley Software Distribution License Nutzern und potentiellern Entwicklern größtmögliche Freiheit, d.h. ein Projekt, das unter dieser Lizenz steht, kann beliebig erweitert, modifiziert und auch vertrieben werden, solange man berücksichtigt, dass man die Namen der Autoren bzw. Urheber nicht zu Vertriebszwecken einsetzen darf.

Auch für kommerzielle Anwendungen ist die BSD Lizenz durchaus brauchbar, da der Sourcecode nicht mitgeliefert werden muss.

2.3 Common Public License (CPL)

Die Common Public License ist eine Weiterentwicklung der IBM Public License. Das Ziel ist es, eine Open Source Lizenz zu haben, die es möglich machen soll, Code auch für kommerzielle Anwendungen bestmöglichen nutz- und integrierbar zu machen. Ein Open Source Projekt kann also uneingeschränkt als Basis für ein kommerzielles Projekt dienen. (s. z.B. Eclipse und IBM WebSphere)

Der Lizenztext ist unter A.3 bzw. [CPL_LT] zum Nachlesen aufgeführt.

2.3.1 Besondere Merkmale

Für Rechtsparteien, die eine Patentrechtsklage gegen einen Autor erheben, erlischt die Lizenzvereinbarung und mit ihr alle durch diese Lizenz gewährten Patentlizenzen.

2.3.2 Szenarien

Produktintegration I: Sourceintegration

Ja, und es entstehen keine Verpflichtungen dadurch bezüglich der Lizenzwahl. Jedoch ist zu beachten, dass die verwendeten Sourceteile mit den entsprechenden Lizenznotizen versehen werden.

Produktintegration II: Sourceadaption

Wie Produktintegration I. Allerdings muss im Falle einer Veröffentlichung der Quellcode entweder mitgeliefert werden oder es muss eine Notiz beigefügt werden, wie man sich diesen beschaffen kann.

Produktintegration III: Bibliotheksnutzung

Wie Produktintegration I.

Produktintegration IV: Produktadaption

Ja, aber alle Codefragmente aus dem Ursprungsprojekt stehen weiter unter den Bedingungen der CPL.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Es können neue Module erstellt werden. Diese können auch kommerziell vertrieben werden. Hierbei muss der Quellcode nicht freigelegt werden.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Die Lizenz ist nicht diskriminierend und weltweit gültig. Es werden keine Vorschriften gemacht, ob ein Derivat freie oder kommerzielle Software sein muss.

Sonstiges

Das Copyright liegt beim Autor.

2.3.3 Fazit

Die Common Public License bietet größtmögliche Freiheit für die Weiterentwicklung eines Projekts, da es hier kein Copyleft gibt, d.h. man kann für ein erweitertes Projekt eine beliebige andere Lizenz wählen. Dies macht die CPL gerade für Projekte, die als Basis für spätere kommerzielle Anwendungen dienen sollen, interessant. Sie unterscheidet sich kaum von der [EPL]. Der wesentliche Unterschied besteht in dem Passus, der unter 2.3.1 aufgeführt worden ist.

2.4 Eclipse Public License (EPL)

Die Eclipse Public License ist eine Weiterentwicklung der Common Public License und ersetzt diese bei Eclipse, einer Open Source IDE, ab dem 31.12.2004. Das Ziel ist es, eine Open Source Lizenz zu haben, die es möglich machen soll, Code auch für kommerzielle Anwendungen bestmöglichen nutz- und integrierbar zu machen. Ein Open Source Projekt kann also uneingeschränkt als Basis für ein kommerzielles Projekt dienen. (s. z.B. Eclipse und IBM WebSphere)

Gründe für den Wechsel war ein Absatz, der nach Meinung mehrerer Projektmitglieder einen Anstoß für Patentrechtsstreitigkeiten geben könnte.

Der Lizenztext ist unter A.4 bzw. [EPL_LT] zum Nachlesen aufgeführt.

2.4.1 Besondere Merkmale

Im Vergleich zu CPL wurde der in 2.3.1 beschriebene Passus gestrichen. Möglicherweise um die Akzeptanz speziell im kommerziellen Bereich zu steigern.

2.4.2 Szenarien

Produktintegration I: Sourceintegration

Ja, und es entstehen keine Verpflichtungen dadurch bezüglich der Lizenzwahl. Jedoch ist zu beachten, dass die verwendeten Sourceteile mit den entsprechenden Lizenznotizen versehen werden.

Produktintegration II: Sourceadaption

Wie Produktintegration I. Allerdings muss im Falle einer Veröffentlichung der Quellcode entweder mitgeliefert werden oder es muss eine Notiz beigefügt werden, wie man sich diesen beschaffen kann.

Produktintegration III: Bibliotheksnutzung

Wie Produktintegration I.

Produktintegration IV: Produktadaption

Ja, aber alle Codefragmente aus dem Ursprungsprojekt stehen weiter unter den Bedingungen der EPL.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Es können neue Module erstellt werden. Diese können auch kommerziell vertrieben werden. Hierbei muss der Quellcode nicht freigelegt werden.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Die Lizenz ist nicht diskriminierend und weltweit gültig. Es werden keine Vorschriften gemacht, ob ein Derivat freie oder kommerzielle Software sein muss.

Sonstiges

Das Copyright liegt beim Autor.

2.4.3 Fazit

Die Eclipse Public License bietet größtmögliche Freiheit für die Weiterentwicklung eines Projekts, da es hier kein Copyleft gibt, d.h. man kann für ein erweitertes Projekt eine beliebige andere Lizenz wählen. Dies macht die EPL gerade für Projekte, die als Basis für spätere kommerzielle Anwendungen dienen sollen, interessant.

2.5 Mozilla Public License (MPL)

Die Mozilla Public License dient hauptsächlich der Lizenzierung der Projekte von mozilla.org, wie z.B. die Mozilla Websuite, der Browser Mozilla Firefox, der Mailclient Mozilla Thunderbird usw.

Der Lizenztext ist unter A.5 bzw. [MOZ_LT] zum Nachlesen aufgeführt.

2.5.1 Besondere Merkmale

Bei der Mozilla Public License gibt es nur einen eingeschränkten Copyleft-Effekt. Falls bestehende Files modifiziert werden, oder Teile aus bestehenden Files in neue kopiert werden, so müssen diese Teile alle unter der MPL publiziert werden. Teile, die nichts aus alten Files kopieren und neu geschrieben sind, können unter einer anderen Lizenz publiziert werden.

2.5.2 Szenarien

Produktintegration I: Sourceintegration

Ja, und es entstehen keine Verpflichtungen dadurch bezüglich der Lizenzwahl des Gesamtprojekts. Die aus dem Ursprungsprojekt entnommenen Quellcode-teile müssen allerdings dementsprechend gekennzeichnet werden. (s. A.5 Exhibit A) Des Weiteren muss der Quellcode zu diesen Teilen mit dem resultierenden System mitgeliefert werden oder bis mindestens zwölf Monate (für initiale Versionen) bzw. sechs Monate (für darauffolgende Versionen) nach der Publizierung auf einem elektronischen Distributionsweg verfügbar sein.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Dies ist möglich, sofern es sich dabei nicht um eine kommerzielle Erweiterung des Ursprungssystems handelt.

Produktintegration IV: Produktadaption

Hier gelten wieder die Bedingungen wie bei Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Ja. Die Mozilla Produkte können uneingeschränkt zur Systemeinbettung eingesetzt werden, d.h. man kann immer Module für Produkte erstellen, die unter der MPL stehen und darf diese auch kommerziell vertreiben.

Produktentwicklung: Systemerweiterung

Im Falle einer reinen modularen Erweiterung wie unter „Produktnutzung II“ beschrieben, ist dies uneingeschränkt möglich, d.h. insbesondere auch für kommerzielle Anwendungen. Handelt es sich aber um eine Modifikation des Ursprungssystems so gelten die Bedingungen der MPL: Der Quellcode muss den Lizenzbestimmungen entsprechend gekennzeichnet sein und frei zugänglich sein. Darüber hinaus darf das System nicht kommerziell vertrieben werden.

Prototyping I: In-house

Ja. Allerdings gelten für den Quellcode die Bestimmungen von „Produktintegration I“.

Prototyping II: Technologiedemonstration

Ja. Allerdings gelten für den Quellcode die Bestimmungen von „Produktintegration I“.

Allgemeine Rechte und Pflichten

Im Falle einer Modifikation der Lizenz dürfen die Begriffe „Mozilla“, „MOZILLAPL“, „MOZPL“, „Netscape“, „MPL“ und „NPL“ nicht verwendet werden.

Sonstiges

Das Copyright liegt beim Autor.

2.5.3 Fazit

Die Mozilla Public License gewährt mozilla.org, dass ihre Projekte nicht für kommerzielle Zwecke verändert und vertrieben werden können. Allerdings werden erweiternde Module ohne weiteres zugelassen, solange sie nicht Sourcecode kopieren.

2.6 Sun Industry Standards Source License (SISSL)

Die Sun Industry Standards Source License wurde von Sun entwickelt und wird hauptsächlich bei den Projekten von openoffice.org eingesetzt, wobei hier eine zweigleisige Strategie angewendet wird: Die Projekte werden sowohl unter der SISSL als auch unter General Public License veröffentlicht, um so Anwendern die Möglichkeit zu geben, die Produkte zu nutzen, auch wenn sie nicht GPL-Projekte benutzen können.

Der Lizenztext ist unter A.6 bzw. [SISSL_LT] zum Nachlesen aufgeführt.

2.6.1 Besondere Merkmale

Bei der Sun Industry Standards Source License gibt es nur einen eingeschränkten Copyleft-Effekt. Falls bestehende Files modifiziert werden, oder Teile aus bestehenden Files in neue kopiert werden, so müssen diese Teile alle unter der SISSL publiziert werden. Teile, die nichts aus alten Files kopieren und neu geschrieben sind, können unter einer anderen Lizenz publiziert werden.

2.6.2 Szenarien

Produktintegration I: Sourceintegration

Ja, und es entstehen keine Verpflichtungen dadurch bezüglich der Lizenzwahl. Jedoch ist zu beachten, dass man die Sun Industry Standards einhalten muss; und zwar den Stand von 120 Tagen vor der Distribution des eigenen Produktes. In begründeten Fällen kann eine Abweichung geschehen, bei der aber die Änderungen entweder benannt werden müssen und eine Referenzimplementierung mitgeliefert werden muss oder aber der Quellcode freigelegt werden muss. Dies muss innerhalb von 30 Tagen nach der Veröffentlichung geschehen. In jedem Fall muss der Lizenztext mit dem Sourcecode mitgeliefert werden.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Der Lizenztext der SISSL muss mitgeliefert werden.

Produktintegration IV: Produktadaption

Wie Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Wie Produktnutzung I.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Freie Nutzung des Systems, der Lizenz und/oder des Quellcodes unter Berücksichtigung der Lizenzbedingungen.

Sonstiges

Das Copyright liegt beim Autor.

2.6.3 Fazit

Die Sun Industry Standards Source License gewährt openoffice.org, dass ihre Projekte auch für kommerzielle Zwecke verändert und vertrieben werden können. In begründeten Fällen kann man sogar von den Lizenzbedingungen abweichen, sofern man die dazu geltenden Richtlinien beachtet. Allerdings werden erweiternde Module implizit ohne weitere Auflagen zugelassen, solange sie nicht Sourcecode kopieren. Insofern ist die SISSL gerade für kommerzielle Anwendungen sehr interessant. Sie stellt bei openoffice.org die Alternative zur General Public License dar, da sie nicht so restriktiv ist wie diese.

2.7 GNU General Public License (GPL)

Die GNU General Public License (GPL) ist eine der ältesten und bekanntesten Softwarelizenzen. Sie wurde durch das GNU Project für dessen freie Software entwickelt und ist ein Paradebeispiel für Copyleft, d.h. jede Weiterentwicklung eines Projekts, das unter der GPL steht, steht auch wieder unter der GPL. Konkret heißt dies dann, dass jegliche Verwendung von GPL-Projekten dazu führt, dass das benutzende Projekt ebenfalls freie Software unter den Bedingungen der GPL sein muss. Die meisten der GNU-Projekte sind mit der GPL lizenziert, wie z.B. der Editor emacs.

Der Lizenztext ist unter A.7 bzw. [GPL_LT] zum Nachlesen aufgeführt.

2.7.1 Besondere Merkmale

Strenger Copyleft. Es gibt keine Ausnahmen, auch die Benutzung von Bibliotheken führen schon zu Copyleft.

2.7.2 Szenarien

Produktintegration I: Sourceintegration

Ja, allerdings muss das ganze zu entwickelnde System unter den Bedingungen der GPL veröffentlicht werden.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Wie Produktintegration I.

Produktintegration IV: Produktadaption

Wie Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist für nicht kommerzielle Zwecke ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Wie Produktnutzung I.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Freie Nutzung des Sourcecodes und des Systems für nicht kommerzielle Anwendungen. Bei jeglicher Art von Modifikation und Erweiterung muss der Quellcode dazu verfügbar gemacht werden.

Sonstiges

Das Copyright liegt beim Autor.

2.7.3 Fazit

Die GNU General Public License bietet keinerlei Möglichkeit Projekte, die unter dieser Lizenz stehen, kommerziell weiterzuentwickeln und zu verwerfen. Sie ist ausschließlich für freie Software gedacht.

2.8 GNU Lesser General Public License (LGPL)

Die GNU Lesser General Public License (LGPL) ist eine abgemilderte Version der GNU General Public License (GPL). Sie wurde durch das GNU Project für dessen freie Software entwickelt und beinhaltet nur ein eingeschränktes Copyleft, d.h. hier konkret: Bibliotheken aus LGPL-Projekten können für jegliche Art von Anwendungen genutzt werden.

Der Lizenztext ist unter A.8 bzw. [LGPL_LT] zum Nachlesen aufgeführt.

2.8.1 Besondere Merkmale

Eingeschränkter Copyleft. Die Nutzung von Bibliotheken ist somit für jegliche Art von Projekten nutzbar, also auch solchen, die nicht unter der LGPL stehen und/oder kommerziell vertrieben werden. Allerdings muss in jedem Fall gewährleistet sein, dass der Endnutzer die Version der eingebundenen Library auswählen kann.

2.8.2 Szenarien

Produktintegration I: Sourceintegration

Ja, allerdings fällt das resultierende System dabei unter die Bedingungen der LGPL, so dass der Quellcode des Systems mitgeliefert werden muss und das System ebenfalls unter der LGPL publiziert werden muss.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Ist ohne weiteres sowohl für kommerzielle als auch nicht kommerzielle Anwendungen möglich.

Produktintegration IV: Produktadaption

Wie Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Wie Produktnutzung I.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Gewährt freie Benutzung des Quellcodes und des Produkts, die unter dieser Lizenz lizenziert sind, und der Lizenz selbst.

Sonstiges

Das Copyright liegt beim Autor.

2.8.3 Fazit

Die GNU Lesser General Public License dient in erster Linie der Lizenzierung freier Software, allerdings lässt sie es unter gewissen Bedingungen (s.2.8.1) zu, die Bibliotheken für jegliche Art von Anwendungen nutzen.

2.9 PHP License

Seit PHP4 wird PHP (Abk. für PHP Hypertext Preprocessor) unter der PHP License lizenziert, da die früher verwendete GPL zuviel Einschränkungen vorgab. Um PHP möglichst attraktiv für ein breites Publikum von Entwicklern zu halten, entschied man sich dazu eine eigene Lizenz voranzutreiben.

Der Lizenztext der Version 3.0 ist unter A.9 bzw. [PHP_LT] zum Nachlesen aufgeführt.

2.9.1 Besondere Merkmale

Man muss im Falle von PHP eingebettete Bibliotheken beachten, die evtl. unter einer anderen Lizenz stehen, wie beispielsweise Zend.

Auf das Ursprungsprodukt aufbauende Werke dürfen nicht die Bezeichnung „PHP“ im Namen führen.

2.9.2 Szenarien

Produktintegration I: Sourceintegration

Ja, und es entstehen keine Verpflichtungen dadurch bezüglich der Lizenzwahl. Jedoch ist zu beachten, dass die Namen der Autoren bzw. Urheber des Ursprungsprojekts nicht für Vermarktungszwecke eingesetzt werden dürfen.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Wie Produktintegration I.

Produktintegration IV: Produktadaption

Wie Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Wie Produktnutzung I.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Der Name des entstehenden Produkts darf nicht „PHP“ enthalten, und die Namen der Autoren bzw. Urheber des Ursprungsprodukts dürfen nicht zu Vermarktungszwecken eingesetzt werden.

Sonstiges

Das Copyright liegt beim Autor.

2.9.3 Fazit

Im wesentlichen ähnelt die PHP License stark der Apache License, mit dem Unterschied, dass hier nicht explizit darauf hingewiesen wird, dass nicht mit den Namen der Autoren/Urheber geworben werden darf.

Die PHP License gewährt Benutzern das Recht, ein Projekt, das unter dieser Lizenz steht, beliebig zu nutzen, modifizieren und zu erweitern.

2.10 W3C Software License

Die W3C Software License verwendet das W3C-Konsortium dazu, die eigenen Projekte wie z.B. HTML, XML, XSL, CSS usw., zu lizenzieren.

Der Lizenztext ist unter A.10 bzw. [W3C_LT] zum Nachlesen aufgeführt.

2.10.1 Besondere Merkmale

Es müssen hauptsächlich vier Punkte beachtet werden:

a) An einer für den Benutzer zugänglichen Stelle muss die W3C Software Notice And License abgelegt werden.

b) In jedem Quellcode-File, der von W3C-Code abgeleitet ist, oder diesen beinhaltet, muss ein Hinweis auf das geistige Eigentum enthalten sein. (Vorzugsweise: W3C Software Short Notice - <http://www.w3.org/Consortium/Legal/2002/copyright-software-short-notice-20021231.html>)

c) Zu jedem geänderten Quellcode-File muss das Änderungsdatum angegeben werden sowie ein Link (vorzugsweise eine URI) zum ursprünglichen Quellcode-File.

d) Die Namen und Markenzeichen der Copyrightinhaber dürfen nicht zu Werbezwecken eingesetzt werden.

2.10.3 Szenarien

Produktintegration I: Sourceintegration

Ja, und es entstehen keine Verpflichtungen dadurch bezüglich der Lizenzwahl. Jedoch ist zu beachten, dass die Namen der Autoren bzw. Urheber des Ursprungsprojekts nicht für Vermarktungszwecke eingesetzt werden dürfen.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Wie Produktintegration I.

Produktintegration IV: Produktadaption

Wie Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Wie Produktnutzung I.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Freie Benutzung des Quellcodes und der Software, die unter dieser Lizenz publiziert worden sind unter Beachtung der besonderen Bedingungen, die in 2.10.1 erläutert werden.

Sonstiges

Das Copyright liegt beim Autor.

2.10.4 Fazit

Die W3C Software License bietet zum einen die Freiheit, Projekte, die unter dieser Lizenz stehen, beliebig zu benutzen, zu erweitern und zu modifizieren. Allerdings muss im Falle der Erweiterung bzw. Modifikation klar dargelegt werden, welche Files aus dem Originalquellcode verändert worden sind. So wird für Außenstehende evtl. leichter nachvollziehbar, wie gewisse Aufgaben realisiert worden sind. Dies könnte daher für kommerzielle Anwendungen nicht optimal sein.

2.11 Apple Public Source License (APSL)

Die Apple Public Source License dient der Lizenzierung eines Großteils der Open Source Projekte von Apple Computer Inc. Sie soll einen Kompromiss zwischen dem Open Source-Gedanken und den Interessen und Geschäftszielen der Firma Apple bieten.

Der Lizenztext der Version 2.0 ist unter A.11 bzw. [Apple_LT] zum Nachlesen aufgeführt.

2.11.1 Besondere Merkmale

- a) Änderungen am Originalquellcode müssen publik gemacht werden, d.h. entweder muss der Quellcode mitgeliefert werden oder es muss darüber informiert werden, wie man sich diesen beschaffen kann. (Außer bei interner Forschung und Entwicklung, oder zu Privatzwecken)
- b) Diese öffentlichen Änderungen unterliegen ebenfalls wieder der APSL.
- c) Die Markenzeichen von Apple dürfen nicht verwendet werden.
- d) Copyright-Notizen müssen in Files mit Originalquellcode oder modifiziertem Originalquellcode eingefügt werden. (s. EXHIBIT A im Lizenztext)
- e) In Projekten, die Originalquellcode aus dem Ursprungsprojekt enthalten, muss der Lizenztext mitgeliefert werden.

2.11.2 Szenarien

Produktintegration I: Sourceintegration

Ja, man beachte die jedoch die Punkte a), b), d) und e) in 2.11.1.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Ja.

Produktintegration IV: Produktadaption

Wie Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Wie Produktnutzung I.

Prototyping I: In-house

Ja und das ohne Einschränkung, d.h. der Quellcode muss nicht veröffentlicht werden.

Prototyping II: Technologiedemonstration

Ja und das ohne Einschränkung, d.h. der Quellcode muss nicht veröffentlicht werden.

Allgemeine Rechte und Pflichten

Freie Nutzung des Quellcodes und der Software unter den besonderen Bedingungen in 2.11.1.

Sonstiges

Das Copyright liegt beim Autor.

2.11.3 Fazit

Die Apple Public Source License repräsentiert natürlich vor allem die Interessen von Apple Computers Inc. Für „normale“ Benutzer und Entwickler, die keinen Quellcode des Originalprojekts im Sinne von kopieren oder modifizieren verwenden, macht die Lizenz kaum Einschränkungen.

Entwickler, die allerdings solche Modifikationen vornehmen, müssen ihren Code offen legen, d.h. der Lizenzinhaber behält jederzeit die Kontrolle über die Entwicklung und Verwendung seines Projekts.

2.12 Open Software License (OSL)

Die Open Software License ist eine Lizenz der Open Source Initiative.

Der Lizenztext ist unter A.12 bzw. [OSL_LT] zum Nachlesen aufgeführt.

2.12.1 Besondere Merkmale

- Wenn ein Lizenznehmer den Lizenzinhaber aufgrund einer Patentrechtsverletzung verklagt, so erlöschen für den Lizenznehmer alle Rechte dieser Lizenz.
- Die Namen der Autoren/Urheber und die Markenzeichen des Ursprungsprojekts dürfen nicht zu Werbezwecken eingesetzt werden.
- Copyleft für das Originalprojekt und Erweiterungen davon: Diese Projekte stehen automatisch auch unter der Open Software License.
- Projekte, die unter der OSL stehen, müssen den Quellcode entweder in maschinenlesbarer mitliefern oder über einen elektronischen Distributionsweg zur Verfügung stellen.
- Für Projekte, die von dem Originalprojekt ableiten oder es erweitern, müssen in den betreffenden Files immer die entsprechenden Copyright-, Markenzeichen- und Patent-Notizen angegeben werden.

2.12.2 Szenarien

Produktintegration I: Sourceintegration

Ja, es gelten jedoch die Bedingungen aus 2.12.1.

Produktintegration II: Sourceadaption

Wie Produktintegration I.

Produktintegration III: Bibliotheksnutzung

Ja, und zwar uneingeschränkt.

Produktintegration IV: Produktadaption

Wie Produktintegration I.

Produktnutzung I: Systemnutzung

Die Nutzung ist ohne weiteres möglich.

Produktnutzung II: Systemeinbettung

Wie Produktnutzung I.

Produktentwicklung: Systemerweiterung

Wie Produktnutzung I.

Prototyping I: In-house

Ja.

Prototyping II: Technologiedemonstration

Ja.

Allgemeine Rechte und Pflichten

Freie kommerzielle als auch nicht kommerzielle Nutzung der Lizenz, des Quellcodes und des Produkts unter den besonderen Bedingungen, wie in 2.12.1 aufgeführt.

Sonstiges

Das Copyright liegt beim Autor.

2.12.3 Fazit

Die Open Software License gewährt einem breiten Publikum von Anwendern die Benutzung eines Projekts, das unter dieser Lizenz steht. Allerdings müssen erweiternde Projekte wiederum die Open Software License benutzen.

3. Zusammenfassung & Fazit

Die hier dargestellte Auswahl ist nur ein kleiner Ausschnitt aus der Fülle von Open Source Softwarelizenzen, die es mittlerweile gibt. Allein bei der Open Source Initiative sind derzeit um die 60 solcher Lizenzen registriert.

Offizielle Open Source Lizenzen müssen bei der Open Source Initiative (OSI) anerkannt worden sein. Als Bewertungsmaßstab dient hierbei die so genannte **Open Source Definition**, die im Wesentlichen die folgenden Punkte umfasst (s. auch die volle Version unter [OSD]):

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- *Source code access*: Bei jeder Distribution muss dem Nutzer die Möglichkeit gegeben sein, sich den Quellcode zu besorgen. Die Form spielt dabei eine untergeordnete Rolle: Der Code kann sowohl direkt mit der Distribution mitgeliefert werden, online zum Download angeboten werden, als auch gegen einen Entgelt für ein physisches Trägermedium auf einem solchen verkauft werden.
- *Derivative works*: Die Lizenz muss Nutzern ermöglichen die Software zu modifizieren und neue Projekte darauf aufbauend zu erstellen.
- *No discrimination*: Die Lizenz darf keine Nutzergruppen ausgrenzen. Des Weiteren darf auch kein Verwendungszweck ausgeschlossen werden, wie z.B. ein Einsatz in der Gentechnologie.
- *No restrictions on other software*: Die Lizenz darf keine Einschränkungen auf andere Software, insbesondere auch kommerzielle Software, die in Distributionen gemeinsam mit der betreffenden Open-Source-Software ausgeliefert wird.

Allerdings gibt es einige Lizenzen, die die Open Source Definition nicht erfüllen, aber dennoch bei der Open Source Initiative anerkannt sind. Die GNU General Public License (GPL) verstößt gegen den Punkt „No restrictions on other software“ aufgrund ihres strengen Copyleft-Effekts – und somit auch indirekt gegen den Punkt „No discrimination“, da der Einsatz in einem kommerziellen Umfeld nicht denkbar wäre. Die Common Public License (CPL) verletzt die Bestimmungen des Punktes „No discrimination“ wegen dem Passus (beschrieben in 2.3.1), der Nutzern die Lizenzrechte entzieht, wenn dieser Patentrechtsklagen gegen den Urheber erhebt. In der nah verwandten Eclipse Public License (EPL) wurde dieser Passus gestrichen.

Wie sich im vorhergehenden Kapitel deutlich macht, ähneln viele Lizenzen einander sehr. Abstrahiert man von den speziellen Interessen der jeweiligen Urheber (s. hier vor allem die Common Public License (IBM), die Sun Industry Standards Source License (Sun) und die Apple Public Source License (Apple)), ergeben sich drei Grundtypen von Softwarelizenzen, wobei diese drei Typen nicht völlig disjunkt voneinander sind, so dass manche Lizenzen nicht eindeutig einer dieser Gruppen zugeordnet werden können. Als eine Erweiterung der Klassifikation von Open Source Lizenzen bei Fishman ([OLOSCL]) wird folgendes vorgeschlagen:

- In die Klasse **„Free Use, Free Copy, Free Modification, No Copyleft“** fallen Lizenzen mit den folgenden Eigenschaften:
 - Erlauben freie Benutzung, Modifikation und Erweiterung des Ursprungsprojekts
 - Lizenzwahl für das erweiterte Projekt steht dem „Erweiterer“ frei
 - Quellcode muss bei einer Erweiterung nicht mitgeliefert werden

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- In die Klasse **„Free Use, Restricted Copy, Restricted Modification, Weak Copyleft“** fallen Lizenzen mit den folgenden Eigenschaften:
 - Erlauben freie Benutzung des Ursprungsprojekts, evtl. sogar als Bibliothek
 - Bei einem das Ursprungsprojekt erweiternden Projekt müssen die jeweiligen Teile des resultierenden Projekts oder sogar das gesamte Projekt unter der Ursprungslizenz veröffentlicht werden. Darüber hinaus muss der Quellcode dem Lizenzinhaber oder sogar der Öffentlichkeit zur Verfügung gestellt werden.

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- Jegliche Art von Nutzung, Modifikation und Erweiterung in einem Projekt, führt dazu, dass dieses Projekt auch unter der Lizenz, die auch das Ursprungsprojekt verwendet, veröffentlicht werden muss.
 - Der Quellcode muss in jedem Fall kostenlos veröffentlicht werden.
 - Für das Produkt darf in keinem Fall Geld verlangt werden, das die Materialkosten (z.B. für die entsprechenden Datenträger) übersteigt
- Beispiele: GNU General Public License

Betrachtet man beispielsweise die Website für Open Source Projekte <http://www.sourceforge.net/>, so stellt man fest, dass der Großteil der Projekte unter der GNU General Public License veröffentlicht worden ist, da diese Lizenz in den Augen vieler Mitglieder der Open Source Community am Besten die Idee von Open Source unterstützt – obwohl sie nicht konform zur Open Source Definition der Open Source Initiative ist.

Für kommerzielle Lizenzen ist diese Lizenz – wie auch alle anderen Lizenzen, die unter die Klassifikation von c) fallen - aber völlig ungeeignet, da schon eine bloße Benutzung eines GPL-Projekts dazu führt, dass das resultierende Projekt ebenfalls ein GPL-Projekt ist mit all den daraus resultierenden Implikationen, d.h. u.a., dass man kein Geld dafür verlangen darf, dass der Quellcode veröffentlicht werden muss, etc.

Produkte, die unter Lizenzen wie unter a) beschrieben lizenziert sind, sind sowohl für bloße Anwender als auch Entwickler für nicht-kommerzielle als auch kommerzielle Anwendungen ohne größere Bedenken einsetzbar. Man muss zwar einige Besonderheiten beachten, wie z.B., dass man den Namen des Ursprungsprojekts nicht für ein eigenes benutzen darf usw., aber diese Punkte dürften ohne größere Schwierigkeiten zu berücksichtigen sein.

Bei Produkten, die unter Lizenzen wie unter b) beschrieben, ist besondere Vorsicht angebracht. Zwar besteht kein strenges Copyleft wie bei der GPL, aber die jeweiligen Distributoren, bilden ihre individuellen Interessen sehr genau in den Lizenzen ab. Daher ist es hier unbedingt vonnöten sich den Lizenztext genauer anzusehen.

Insbesondere sind für alle Open Source Lizenzen die folgenden Punkte zu beachten:

- Bei fast jeder der Lizenzen muss, wenn man ein eigenes Projekt unter ihr lizenzieren möchte, im Quellcode und ggf. bei der binären Distribution ein Lizenzhinweis gegeben werden. Wie dies im Einzelnen auszusehen hat, steht in dem jeweiligen Lizenztext. Oft sind auch direkt im Lizenztext Templates

für diese Hinweise enthalten (wie z.B. bei der MPL) oder Verweise auf die Firmen- bzw. Organisationswebsite (wie z.B. bei der SISSL).

- Das Copyright liegt beim Autor bzw. Urheber.
- Der Lizenzgeber übernimmt keinerlei Haftung für das lizenzierte Produkt. Oft wird hierbei auch noch einmal ausdrücklich darauf hingewiesen, dass die Organisation nicht für Patentrechtsverletzungen haftbar gemacht werden kann, die bei einem Nutzer durch den Einsatz des Produktes auftreten können.

Aufgrund der Vielzahl an Open Source Lizenzen wird die Forderung nach wenigen prägnanten und spezifischen Lizenzen immer lauter (s. [WOSL]). Viele Unternehmen fordern eine Reduktion gar bis hin zu nur noch drei Lizenzen, die im Wesentlichen den oben aufgeführten Gruppen entsprechen. Der ehemalige Präsident der Open Source Initiative, Russell Nelson, fordert eine restriktivere Lizenzanerkennung der Open Source Initiative, sodass nur noch Lizenzen anerkannt werden sollen, die unbedingt erforderlich sind. Als Kriterien hierfür führt er die folgenden Punkte auf [NOSD]:

- *Die Lizenz darf kein Duplikat sein.* D.h., wenn es eine bereits OSI-anerkannte Lizenz gibt, die in der neuen Lizenz berücksichtigten Problemstellungen löst, ist diese neue Lizenz überflüssig, und darf demzufolge nicht lizenziert werden.
- *Die Lizenz muss einfach und verständlich geschrieben sein.* D.h., sie soll nicht nur für Juristen, sondern auch Entwicklern verständlich sein.
- *Die Lizenz muss wiederbenutzbar sein.* D.h., eine Lizenz sollte nicht von Firmen- oder Autoren- bzw. Urhebernamen abhängig sein. Falls diese genannt werden sollen, müssen diese im Anhang angegeben werden.

Weiterführende Informationen in Bezug auf die Bedeutung von Open Source Software in der Wirtschaft und konkrete Anwendungen für kommerzielle Software finden sich im Report „Free/Libre and Open Source Software: Survey and Study“ [FLOSS] des International Institute of Infonomics, Maastricht, Niederlande.

Ein allgemeineres Werk stellt das Buch von Laurent [UOSL] dar. Er stellt ausgewählte Open Source Lizenzen vor, aber auch Free Software Lizenzen und einige kommerzielle Lizenzen. Er diskutiert des weiteren, inwiefern Produkte unter diesen Lizenzen für eigene Projekte eingesetzt werden können.

Eine Linksammlung über Lizenzen und damit verwandte Themen findet man unter java.net [JAVA].

Anhang A. Die Lizenzen im Volltext

A.1 Apache Software License

Apache Software License

Version 1.1

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```
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```

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```
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```

```
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```

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tion) any later version.
```

```
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```
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```

```
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```

```
signature of Ty Coon, 1 April 1990  
Ty Coon, President of Vice
```

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```
-----
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-----
```

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Version 2.0 - August 6, 2003

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