



distribution

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we do it all the time

- **we** do it at home:
 - P2P filesharing, CDs for friends, etc.
- **we** do it at work
 - To clients, to partners, to suppliers,
- **we** do it in the shops
 - Selling software, or selling products embedding software
- **we** do it online
 - Online downloads, sourceforge, etc.

are we allowed to do it?

yes... but

- technically, only if over 18 years old
- some legal uncertainty over doing it with US licensed works
 - “you may distribute...”
 - What about public communication?

tangible and intangible distribution

- **d**istribution
 - *the transfer of a copy of the work in tangible form*
- **p**ublic **c**ommunication
 - *the making available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them*

license wording... 1980s

- BSD, MIT, Apache, GPLv2
 - You may copy and **distribute** ...
 - **Redistribution** ...is permitted
 - Permission is hereby granted ... to **distribute**copies of the Software

license wording ...2000s

- OSLv3, GPLv3, EUPL 1.1
 - a license... to **distribute or communicate** copies of the Original Work and Derivative Works **to the public**
 - to “**propagate**” a work
 - a right to... **communicate to the public** ... and **distribute** the Work

What are the conditions for doing it?

- it depends on how permissive or weak you are

...

- Permissive licenses (MIT, BSD, Apache)
- Copyleft licenses (GPL)
- Weak copyleft (LGPL, OSL, EUPL)

reminder: GPL copyleft obligations

- Use the same license
- Include source code (or offer/make available)
- No royalty fees

When do we do it ... without knowing we are doing it?

When is a distribution not a distribution... or when *should* distribution not be a distribution?

- Contractors
- Sales / acquisitions
- Reorganisations
- Renting devices?

avoid doing it without knowing

- draw a clear line regarding who you are and whom you are doing it with...
 - “You”/”Licensee” = you and corporate entity / controlled or managed entities
 - GPLv3: no propagation for contractors

When we don't do it ... (and maybe should)

a.k.a the “ASP Loophole”

- cloud computing – remote network access to software functionalities
 - No distribution
 - Users don't have access to code under free software license
 - Loss of *copyleft* pooling effect

closing the ASP loophole

- **ASP-copyleft licenses**
 - OSL v3: network use is an “external deployment” (distribution)
 - Affero GPL: remote network interaction
 - EUPL: providing access to essential functionalities

conclusions

- some issues over “distribution”
 - greater certainty established by latest version of licenses
- use the latest licenses!
- GPLv3
 - Affero GPLv3
 - EUPL 1.1
 - OSLv3, etc.



thanks

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