



Szabad-e a szabad szoftver?

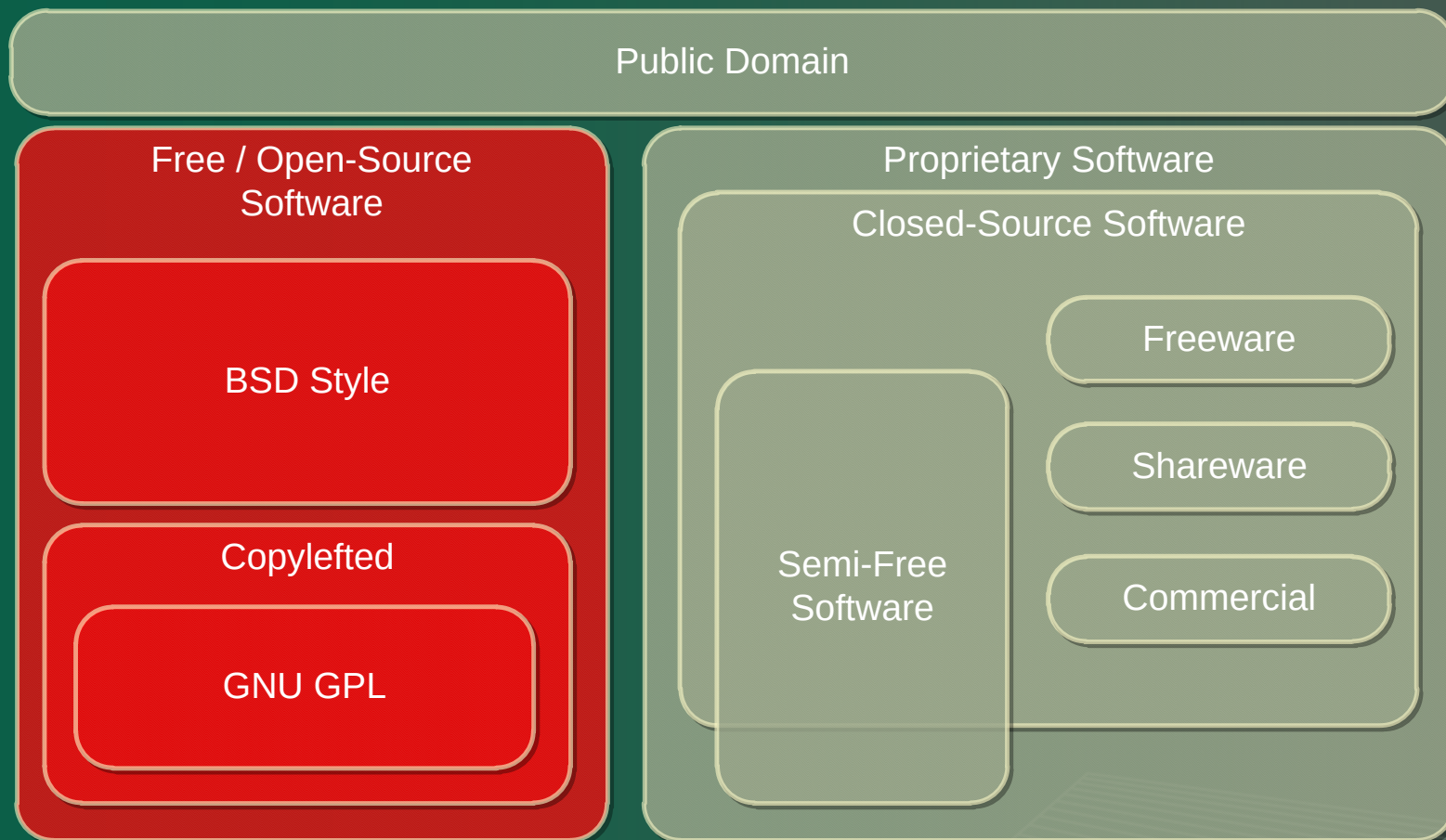
FLOSS üzleti modellek és a kettős licencelés jogi háttere

Dr. Telek Eszter

- A szoftver szerzői mű
 - A szabad szoftver *is* szerzői mű!
-
- „To stay free must be copyrighted and licensed.”

- Felhasználó:
 - A szerző maga
 - Sztj. 9. § (1) A szerzőt a mű létrejöttétől kezdve megilleti a szerzői jogok – a személyhez fűződő és vagyoni jogok – összessége.
- Felhasználási engedéllyel (licenccel) rendelkező személy
 - Sztj. 16. § (1) A szerzői jogi védelem alapján a **szerzőnek kizárólagos joga** van a mű egészének vagy valamely azonosítható részének anyagi formában és nem anyagi formában történő **bármilyen felhasználására és minden egyes felhasználás engedélyezésére**. E törvény eltérő rendelkezése hiányában a felhasználásra engedély felhasználási szerződéssel szerezhető.

- Jogosultságok állandó halmaza = licenctípusok (szoftvertípusok)



- Erős copyleft (vagy GPL – General Public License - típusú) licencek
 - „Fertőző” licencek (viral licenses)
- Gyenge copyleft (vagy BSD - Berkeley Software Distribution – típusú) licencek

„Akár ingyen, akár pénzt kérve érte...”

- Free Software Foundation:
 - *This is a matter of freedom, not price, so think of “free speech,” not “free beer.”*
 - *„A szabad szoftver felhasználója jogosult közzétenni a program másolatait, akár módosításokkal, akár eredeti formájukban, akár ingyen, akár pénzt kérve érte, akárkinek, akárhol.”*
- Ez egyben kötelezettség is (copyleft klauzula)
 - Kizárja, hogy a szabad szoftver módosítása útján létrejött új mű tulajdonosi szoftver legyen
 - AZAZ: új szoftver terjesztése esetén nincs licenrdíj
 - DE: hozzáadott érték díjának megfizetése lehetséges

- Termékértékesítés, szolgáltatásnyújtás
 - Támogatási szolgáltatások
 - Online szolgáltatások
 - Csomagolás
 - Testre szabás
 - Reklám
 - Hardverértékesítés
 - Tulajdonosi komponensek
 - Kiegészítők
- Terjesztésimodell-váltás
 - Szoftver „felszabadítás”
- Kettős licencelés

Ingyen ÉS pénzt kérve érte: kettős licencelés

- „*Having your cake and eating it too*” (A. H. Philip)
- Commercial open source, professional open source, pseudo open source
- Azaz:
 - Azonos (közel azonos) szoftver
 - Licencválasztás lehetősége:
 - Tulajdonosi licenc
 - FLOSS licenc
 - Licencdíj – copyleft kötöttség elkerülésének „váltságdíja”

Példa – MySQL licenclélés

MySQL Commercial License for OEMs, ISVs and VARs

Oracle provides its MySQL database server and MySQL Client Libraries under a dual license model designed to meet the development and distribution needs of both commercial distributors (such as OEMs, ISVs and VARs) and open source projects.

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For Open Source Projects and Other Developers of Open Source Applications:

For developers of Free Open Source Software ("FOSS") applications under the GPL that want to combine and distribute those FOSS applications with MySQL software, Oracle's MySQL open source software licensed under the GPL is the best option.

For developers and distributors of open source software under a FOSS license other than the GPL, Oracle makes its GPL-licensed MySQL Client Libraries available under a FOSS Exception that enables use of the those MySQL Client Libraries under certain conditions without causing the entire derivative work to be subject to the GPL.

MySQL - GNU GPL v2

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- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

MySQL - Commercial Agreement

2. License Grant.

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- (a) download the Product from the Download Website;
- (b) create Integrated Products by integrating the Product with the Customer Application(s), provided that supporting software (see Product definition above) may only be used along with a copy of the database software portion of Product;
- (c) use the Product source code, only as may be made available at the Download Website at MySQL's sole discretion, solely to facilitate the integration in 2.1(b) above provided that Customer does not modify the source code other than any changes that may automatically occur during normal compilation of source code into object code;
- (d) reproduce and directly, and indirectly through Distributors, distribute and sublicense (pursuant to a EULA) copies of Product as included in the Integrated Product, limited to the then-current quantity of Product for which License Fees have been paid; and
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- (a) use (except as necessary to perform under Section 2.1(b)) or distribute the Product in any way except as part of an Integrated Product;
- (b) use the Product or Integrated Products to operate in or as a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider environment;
- (c) use or make available the Product or Integrated Products under a lease or rental;
- (d) use or make available the Product or Integrated Products as a general SQL server or pursuant to a public or open source license;
- (e) modify the Product (or without limitation the source code of the Product) except as expressly permitted in Section 2.1(c); or
- (f) change or delete any proprietary notices which appear in the Product.

A kettős licencelés jogi hogyanja

- CÉL: kontroll a szoftver fölött
 - Egy jogosult jogszerzése
 - Jogátzállás
 - Munkaviszony
 - Együttesen létrehozott mű
 - Vagyoni jogok átruházása
 - Szerződés (Contributor Agreement)

MySQL - Contributor Agreement

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1. The term 'contribution' or 'contributed materials' means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by you to the project.

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- you agree that each of us can do all things in relation to your contribution as if each of us were the sole owners, and if one of us makes a derivative work of your contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work;
- you agree that you will not assert any moral rights in your contribution against us, our licensees or transferees;
- you agree that we may register a copyright in your contribution and exercise all ownership rights associated with it; and
- you agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of your contribution.

Szabad-e a szabad szoftver?

- EREDMÉNY:
 - 1 jogosult
 - 1 termék
 - 2 licenc
 - Tulajdonosi licenc
 - GPL- típusú licenc

Köszönöm a figyelmet!

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