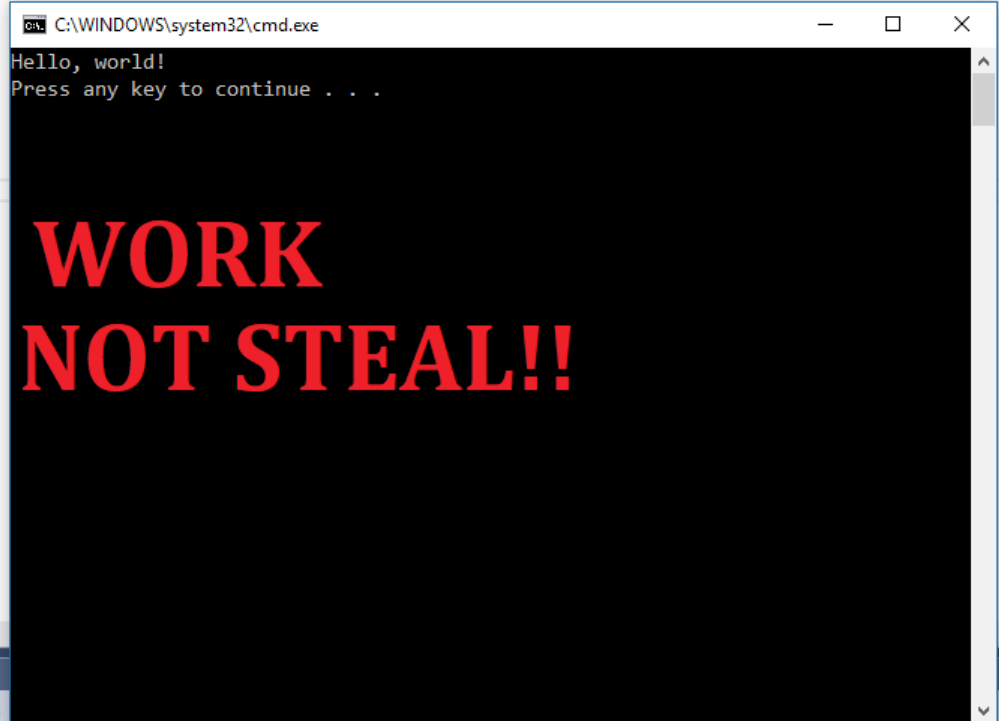# LICENSING SOFTWARE THAT IS COVERED BY COPYRIGHT

Michael Sousa© ® ™ ☺

What's all this legal stuff?

- Copyrights and Licenses
- Copyrights: An expression of an idea
- Authors can benefit from their creation by controlling who uses it and how
- US Law: Programs are Literary works
- Fair Use
- First-sale doctrine

Licenses?

- Almost all software is licensed

- What about this code I found on the internet? Technically copyright by the original author unless a license is attached

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Right to display	Yes	Yes	Yes	Yes	Yes	No
Right to copy	Yes	Yes	Yes	Often	No	No
Right to modify	Yes	Yes	Yes	No	No	No
Right to distribute	Yes	Yes, under same license	Yes, under same license	Often	No	No
Right to sublicense	Yes	Yes	No	No	No	No
Example software	SQLite, ImageJ	Apache web server, ToyBox	Linux kernel, GIMP	Irfanview, Winamp	Windows, Half-Life 2	Server-side World of Warcraft

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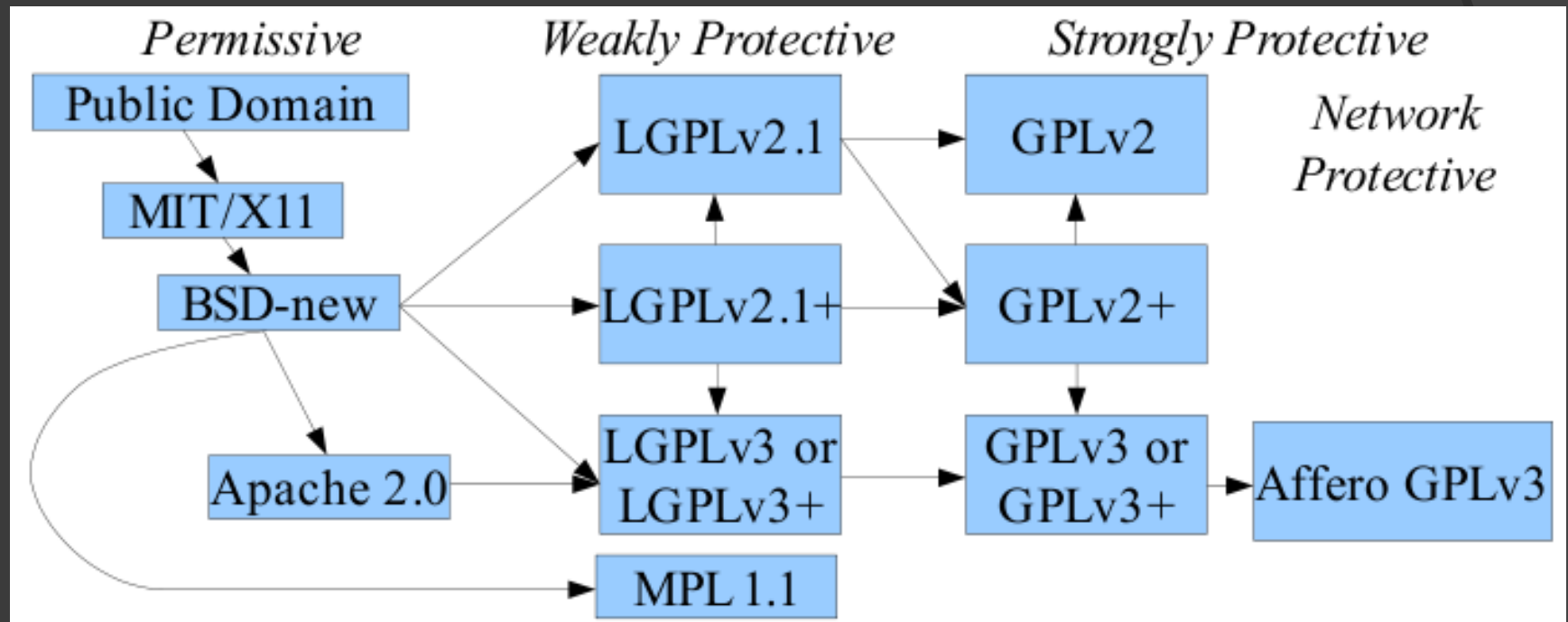
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POLICY —
Google guilty of infringement in Oracle trial; future legal headaches loom

Future Android litigation may get more costly for Google.

JOE MULLIN - 5/7/2012, 2:26 PM

On two other questions—whether Google violated copyrights on certain software documentation, and a question about whether Google's acknowledged copying of a few short software functions also broke copyright laws—the jury found mostly in Google's favor. There was no infringement found regarding the documentation, but the jury did find that one nine-line function that Google acknowledged copying was infringing. (If that's all that holds up, though, there won't be much in way of damages available to Oracle.)

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Questions?