

Software Licensing

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Definition of computer program

“computer programme” means a set of instructions expressed in words, codes, schemes or in any other form, including a machine readable medium, capable of causing a computer to perform a particular task or achieve a particular result [Sec 2(ffc) of Copyright Act]

“computer” includes any electronic or similar device having information processing capabilities [Sec 2(ffb) of Copyright Act]

Software as intellectual property

Patent

an inventive step capable of industrial application; involves formal registration process

Copyright

literary, dramatic, artistic, cinematographic work; registration is not mandatory; copyright comes into existence when the work comes into existence

Trademark

names, logos, taglines; involves formal registration process; the right remains protected without registration

Is software patentable?

The following are not inventions within the meaning of this Act:

(k) a mathematical or business method or a computer programme per se or algorithms

(m) a mere scheme or rule or method of performing mental act or method of playing a game

(n) Presentation of information

[Sec 3 of Patents Act]

Owner of the Copyright

Author

the author of the computer program

Author as an Employee

during the course of employment the Company or Government Body shall be the owner, except if there is an agreement to the contrary

Assignment

the copyright can be assigned from one person to another (during life time or posthumous), in such a case the assigned person shall be the owner

Rights of the Owner

Copyright means the exclusive right to do or authorize the doing of any of the following acts:

(i) to reproduce the work in any material form including the storing of it in any medium by electronic means

(ii) to issue copies of the work to the public not being copies already in circulation;

(iii) to perform the work in public, or communicate it to the public;

Rights of the Owner

(iv) to make any cinematograph film or sound recording in respect of the work

(v) to make any translation of the work

(vi) to make any adaptation of the work

(vii) to sell or give on commercial rental or offer for sale or for commercial rental any copy of the computer programme

[Sec 14 of Copyright Act]

Types of Licenses

Proprietary

closed source software, the exclusive rights belong to the copyright holder of the software, the licensee is given the right to use the software under certain conditions

Copyleft

free and open source software, the source code is available openly but the support is charged, the licensee can use the source code for commercial use and creates his rights on the software

Models of Proprietary Licenses

Demo or Evaluation License

Such licenses are granted for a short time such as 30 days or a number of uses. Usually, production-level work is not allowed and some features may be limited or disabled, or it may have a time bomb that disables the product at a certain time. The types of users, platforms, content or tools may also be prescribed.

End User Licenses Agreements, Click Throughs

These are most common license models for online and single user software. They usually grant the perpetual right to use, only for one end-user on one computer at a time, and do not include any upgrades.

Models of Proprietary Licenses

Development License

These licenses can require granting rights to modify the software, or in some cases, to create derivative works. Development licenses are used to gain special knowledge and to supplement engineering effort.

Personal Licenses

License rights are granted to specific login IDs. The software may be used on any computer by a login ID that is on a list of licensed users. A single login ID can only use the software at one time, no concurrent log-ins by the same ID.

Models of Proprietary Licenses

OEM License

Such licenses are used to allow OEMs to integrate software into their products or services, then sell the combined product. OEM licenses must grant rights such as sub-licensing so that the OEM can transfer rights to its channels and customers.

Pay-per-use License

License fees are based on actual usage. The usage counter may be based on metrics such as CPU use or on metrics related to the nature of the application.

Models of Proprietary Licenses

Packaged or Bundled License

Packages licenses grant rights to use a set of functionally dependent or independent products, or bundle. Vendors define the components of the packages or bundles in the license agreement.

Upgrade License

Upgrade terms grant rights to use upgraded versions of the software. The customer may upgrade only X number of times or the customer can only use specific upgrade versions, or can must upgrade within a certain time period following the release of Version X.

Free Software Licenses

Freedom 0

The freedom to run the program, for any purpose

Freedom 1

The freedom to study how the program works, and the change it so it does your computing as you wish – access to source code is a pre-condition

Freedom 2

The freedom to redistribute copies

Freedom 3

The freedom to distribute copies of the modified version

Open Source Licenses

GNU General Public License

GPLs are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs

GNU Lesser General Public License

GNU LGPL incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions

Open Source Licenses

GNU Affero General Public License

GNU AGPL is a free, copyleft license for software and other kinds of works, specifically designed to ensure cooperation with the community in the case of network server software

GNU Free Documentation License

GNU FDL makes a manual, textbook, or other functional and useful document "free" in the sense of freedom: to assure everyone the effective freedom to copy and redistribute it, with or without modifying it, either commercially or non-commercially

Virtualization Technology Licenses

When deploying virtual infrastructures, IT shops have to weigh the numerous virtualization technology licensing structures against their needs.

The process can be difficult because of the flexibility and fluidity that virtualization brings to data centers.

Unlike stagnant physical infrastructures, virtual environments allow servers, operating systems and applications to instantaneously migrate to different physical machines -- all of which complicates virtualization licensing.

Virtualization Technology Licenses

Three factors to be considered

The number of users accessing the software.

The number of the processors on the device hosting the application.

Product use rights tied to virtualization or specific vendor rules for cloud computing environments.