ABSTRACTS

Open source licensing, of course, is the innovative (if controversial) tool that makes source code available to the general public on conditions (of varying severity) to guarantee continued public access to works derived from the original. Such licenses can require licensees to disclose source code and distribute derivative works royalty-free. Recently, there have been increasing questions about the “legal risks” of various OSS licenses with the development practices and licensing models typically used by commercial software developers. Although initially many open source proponents suggested that these existing commercial practices and intellectual property licensing models would need to yield to the terms of OSS licenses such as the GPL, some practitioners have now pointed out that the supposed legal risks have been misstated or even overstated. But there are significant legal risks in designing products that include both open source and proprietary components.

In January 2009, the District Court again ruled on the preliminary motions. The court ruled that it would hear Jacobsen’s copyright claims but dismissed his breach of contract claims. Regarding the preliminary injunction that was the focus of the Court of Appeals decision, the District Court again denied Jacobsen a preliminary injunction due to a lack of evidence showing any specific and actual harm suffered or imminent as a result of the copyright infringement.

The goal of this paper is to help the reader gain a basic understanding of the “legal risks” of various OSS licenses.

Keywords : open source, GPL open source licensing, legal risk, copyright infringement, breach of contract