

# Is there life besides licensing?

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# Why this talk?

## The events

- 1996—URW++ Design and Development donates the base 35 PostScript Type 1 fonts under both the GNU Public License (GPL) and the Aladdin Free Public License (AFPL);
- 2009—URW++ agrees to release the **same fonts** under the L<sup>A</sup>T<sub>E</sub>X Project Public License (LPPL)<sup>1</sup>.

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<sup>1</sup>A number of foils has been copied from my presentation "Licensing of the T<sub>E</sub>X Gyre family of fonts" given at EuroT<sub>E</sub>X 2009 in The Hague. This was necessary to make sure that the audience knows the problems that led to GFL and the current state of matters. New material starts with the foil titled "Last minute news".

# Why this talk?

A central question

Is there any significance in the URW's decision for the T<sub>E</sub>X community, especially for the T<sub>E</sub>X Gyre font family?

# How it began

## Peeking into the Pandora box

Early in 2005 it occurred to me that e-foundry, the GUST font team (<http://gust.org.pl/projects/e-foundry>), does not have a font licensing scheme.

The “obvious” choice of the GNU General Public License (GPL) was rejected.

# Why not GPL?

Frank Mittelbach (March, 2005)

*[...] GPL is not a good license for something like a font (or a language definition such as LaTeX or ConTeXt etc.)*

*Languages or fonts [...] serve as a transport means, i.e., an interchange media and people rely on that something identifying itself as X actually represents the same X on both my machine and Karl's.*

# Why LPPL?

(Frank Mittelbach—continued)

*By using something like LPPL you circumvent this problem as the license allows any use and any change as long as you **identify** the resulting product **as being different** from the original that people rely on being in a certain form [...].*

*GPL on the other hand **doesn't [insist on that identification]**, which is why I think it is bad for anything that should reliably work in larger groups in a consistent way.*

# How does LPPL do it?

Maintenance equals control. . .

A significant part of the LPPL is devoted to ensure that works released under it will have a so-called **Maintainer**, and that the Maintainer is approved by the community.

The other important requirement is that any derived work clearly identifies itself as such.

Those elements were crucial for the e-foundry guys to decide to use LPPL as the base for their future font license.

# Is GFL/LPPL a “free” license?

Perhaps...

- ... it is deemed free by the FSF but “***incompatible with GPL*** because some modified versions must include a copy of or pointer to an unmodified version.”  
([http://www.fsf.org/licensing/licenses/index\\_html#GPLIncompatibleLicenses](http://www.fsf.org/licensing/licenses/index_html#GPLIncompatibleLicenses));
- ... we don't know if it is free as per the Open Software Foundation (OSF) because it was **not yet scrutinized** by that organization (<http://opensource.org/approval>);
- ... we and debian-legal think that it is.



# The Pandora box fully opened

GFL—the Gust Font License

The name GUST Font License (GFL) was coined by Karl Berry (mail message from March, 2005). In the same letter he says:

*Although I really shudder at the prospect, I guess we should send anything we come up with to debian-legal (and rms [Richard M. Stallman]). Otherwise we'll just be postponing the **inevitable clash**. Maybe if we ask them up front they'll be more disposed to approve it.*

# The Pandora box fully opened

GFL—the Gust Font License, continued

Alas, skipping further communication with the outside world, we went ahead and came up at first with **two LPPL derived but LPPL incompatible licenses**

- GFSL—for fonts with “sources”
- GFNSL—for fonts without “sources”

and afterwards, after a clarification from Frank Mittelbach, with **a single, LPPL compatible GFL**, the GUST Font License.

The text of the license, supporting information and 2 articles describing the license and it's coming about are also provided at the same URL.

# GFL—the text

## An excerpt

This work may be distributed and/or modified under the conditions of the LaTeX Project Public License, either version 1.3c of this license or (at your option) any later version.

Please also observe the following clause:

1) it is requested, but not legally required, that derived works be distributed only after changing the names of the fonts comprising this work and given in an accompanying ‘‘manifest’’, and that the files comprising the Work, as listed in the manifest, also be given new names. Any exceptions to this request are also given in the manifest.

We recommend the manifest be given in a separate file named MANIFEST-<fontid>.txt, where <fontid> is some unique identification of the font family. If a separate ‘‘readme’’ file accompanies the Work, we recommend a name of the form README-<fontid>.txt.

# The Pandora box fully opened

## The worms

We did not consult (remember Karl Berry's advice?) and released the T<sub>E</sub>X Gyre family under GFL.

Sure the worms crept out. . .

T<sub>E</sub>X Gyre fonts were build from a recent version of the 35 PostScript base fonts, which, remember, were released in 1996 under the GNU General Public License.

In releasing the T<sub>E</sub>X Gyre fonts under GFL we were accused to violate the GPL's sacred viral principle of operation thus bringing upon us the wrath of the open source community.

E.g., Debian folks repackaged T<sub>E</sub>X Live without T<sub>E</sub>X Gyre.

# Pushing the evil back into the box

At what cost?

- Frank Mittelbach—about 1600 LPPL-related messages with `debian-legal` (this pre-dates our “adventure”).
- my GFL related mail collection—about 400 messages.

# Pushing the evil back into the box

How?

It was Karl Berry, who suggested that we approach URW++ and ask them to release the base fonts also under LPPL (please remember that GFL is legally equivalent to LPPL).

# Pushing the evil back into the box

URW++

On June 22, 2009 URW++, represented by Dr. Peter Rosenfeld, its Managing Director, kindly agreed to release the **original** 35 base PostScript fonts as shipped with Ghostscript 4.00 under the LPPL in addition to the previous licenses.

Hopefully the worms are now contained!

# The consequences

What's missing?

As a consequence of restarting T<sub>E</sub>X Gyre from ver. 4.00 of the PostScript base fonts:

- Valek Filippov's Cyrillic additions are gone from all fonts,
- Hàn Thế Thành's Vietnamese additions are kept (Thành agreed explicitly).



# Last minute news

Artifex reverting to the original

A recent message (24 Mar 2011) on the gs-devel list by Chris Liddell of Artifex:

- The decision was to revert the Ghostscript distribution to using the original URW fonts.
- There are a number of reasons for it: primarily (and I hope Valek won't take offence!) many of the additional glyphs, whilst adequate for the purpose for which they were designed, are just not suitable quality for print output, especially high resolution.
- Secondly, as we are also holders of a commercial license for the fonts, we would like to maintain the right to report any problems back to URW, something we feel is compromised by shipping edited and recreated fonts.

# Last minute news

Artifex reverting to the original, continued

- Finally, the additional glyphs in the current fonts do not enhance or improve our compatibility with Adobe fonts, which is our primary goal.
- It will also serve to clarify that Ghostscript is **not** an upstream font maintainer.
- So within the next couple of scheduled releases, Ghostscript will return to shipping the URW fonts as they come from URW. We need to confirm that those fonts are as we expect them to be, and possibly discuss with URW any unexpected changes before actually making the change.

This is it...  
Really, really???

Unfortunately, no!

# So what's the problem?

Users, as usual...

We keep receiving questions from users:

**May I use your fonts in my commercial project?**

Those are easy to deal with: "Yes, feel free and go ahead."

Recently, however, a more complicated question of that sort surfaced.

# An important (potential?) user

Not that there are unimportant users though.

Dear font designer,

we are in the midst of setting up a large commercial e-book project and would like you to use your beautiful fonts, so please, can you sign the following?

*(Here follows a lengthy legal paper)*

# The main issues from the document (1)

Looking hairy...

- the author declares that the fonts of are his original creation and he possesses all rights to them, the fonts do not infringe on the rights of others
- the author grants the licensee all nonexclusive rights to the fonts for **30 years**, in particular
  - unlimited multiplication in whole or parts is allowed with any means and in any form
  - translations, adaptations, layout changes or any other changes are allowed
  - fonts may put to use in any fields of exploitation, in particular with printing, digital, wireless, internet, webcasting, simulcasting, ... technologies,
  - ...

## The main issues from the document (2)

perhaps even hairier...

- if any issues are raised by a third party, the author will relieve the licensee of **any related liabilities** and will make good all losses incurred by the licensee and in particular will **repay** to the licensee all monies payed out to that party

# The main issues from the document (3)

A summary...

All what this boils down to is that the the user wants us to grant them all practical rights to the fonts, practically forever, and doesn't want to take any business risks whatsoever.



## A similar case

The zlib library.

In the zlib (a zip compression library) FAQ at [http://www.zlib.net/zlib\\_faq.html#faq44](http://www.zlib.net/zlib_faq.html#faq44) one sees the following question:

*Can you please sign these lengthy legal documents and fax them back to us so that we can use your software in our product?*

and the answer is:

*No. Go away. Shoo.*

# Our reaction

More polite...

After some tens of emails within the GUST Board, with Karl Berry and Frank Mittelbach involved, our reply in essence was:

*Thank you very much for you interest in our fonts. Although we are, for obvious reasons, interested in the use of our fonts, we will not sign the proposed contract.*

*You seem to try to offload all the business risk connected with the use of our fonts onto GUST. That is unacceptable, even though we do not foresee any.*

# Commercial use of free software?

Is there a flaw in the GFL?

So, is there a flaw in the GFL/LPPL?

Or in its perception by the prospect users?

Or, perhaps, in the legal systems?

Even more fundamental:

**Is there life after having concocted a license?**

Thank you!