Is there life besides licensing?

Jerzy B. Ludwichowski
Jerzy.Ludwichowski@umk.pl

The Polish \TeX{} User Group – GUST

DANTE 2011, Bremen, Germany
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 LaTeX Project Public License (LPPL)\(^1\).

\(^1\)A number of foils has been copied from my presentation ”Licensing of the \TeX\ Gyre family of fonts” given at Euro\TeX\ 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”.

DANTE 2011, 30 MARCH – 1 April  
Is there life besides licensing?
Is there any significance in the URW’s decision for the \TeX\ community, especially for the \TeX\ Gyre font family?
How it began
Peeking into the Pandora box

Early in 2005 it occured 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.
[...] 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.
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?
Manitenance 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);

- … 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 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.*
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 its coming about are also provided at the same URL.
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.
We did not consult (remember Karl Berry’s advice?) and released the \TeX Gyre family under GFL.

Sure the worms crept out…

\TeX 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 \TeX 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 \TeX Live without \TeX Gyre.
Frank Mitelbach—about 1600 LPPL-related messages with debian-legal (this pre-dates our “adventure”).

my GFL related mail collection—about 400 messages.
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).
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!
As a consequence of restarting TEX Gyre from ver. 4.00 of the PostScript base fonts:

- Valek Filippov’s Cyrillic additions are gone from all fonts,
- Hàn Thế Thanh’s Vietnamese additions are kept (Thanh agreed explicitly).
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.
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.
Unfortunately, no!
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,
- ...
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
All what this boils down to is that 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.
In the zlib (a zip compression library) FAQ at 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.*
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 your 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.
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!