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#### BOOST SOFTWARE LICENSE

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#### INTRODUCTION

The [Boost Software License](#) specifies the terms and conditions of use for those Boost libraries that it covers.

Currently, some Boost libraries have their own licenses. The hope is that eventually all Boost libraries will be covered by the Boost Software License. In the meantime, **all** libraries comply with the [Boost License requirements](#).

#### HISTORY

As Boost grew, it became unmanageable for each Boost file to have its own license. Users complained that each license needed to be reviewed, and that reviews were difficult or impossible if Boost libraries contained many different licenses. Boost moderators and

maintainers spent excessive time dealing with license issues. Boost developers often copied existing licenses without actually knowing if the license wording met legal needs.

To clarify these licensing issues, the Boost moderators asked for help from the Berkman Center for Internet & Society at Harvard Law School, Cambridge, Massachusetts, USA. It was requested that a single Boost license be developed that met the traditional requirements that Boost licenses, particularly:

- Must be simple to read and understand.
- Must grant permission without fee to copy, use and modify the software for any use (commercial and non-commercial).
- Must require that the license appear with all copies [including redistributions] of the software source code.
- Must not require that the license appear with executables or other binary uses of the library.
- Must not require that the source code be available for execution or other binary uses of the library.

Additionally, other common open source licenses were studied to see what additional issues were being treated, and additions representing good legal practice were also requested. The result is the [Boost Software License](#):

Boost Software License - Version 1.0 - August 17th, 2003

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#### **RATIONALE**

The following rationale was provided by Devin Smith, the lawyer who wrote the Boost Software License. It has been edited slightly for brevity. Editorial additions are shown in square brackets.

#### **BENEFIT OF COMMON SOFTWARE LICENSE**

If one of Boost's goals is to ease use and adoption of the various libraries made available by Boost, it does make sense to try to standardize the licenses under which the libraries are made available to users. (I make some recommendations about a possible short-form license below.)

[Standardizing the license will not] necessarily address the issue of satisfying corporate licensees. Each corporation will have its own concerns, based on their own experiences with software licensing and distribution and, if they're careful, will want to carefully review each license, even if they've been told that they're all standard. I would expect that, unless we're remarkably brilliant (or lucky) in drafting the standard Boost license, the standard license won't satisfy the legal departments of all corporations. I imagine that some will, for instance, absolutely insist that licensors provide a warranty of title and provide indemnification for third-party intellectual property infringement claims. Others may want functional warranties. (If I were advising the corporations, I would point out that they're not paying anything for the code and getting such warranties from individual programmers, who probably do not have deep pockets, is not that valuable anyway, but other lawyers may disagree.)

But this can be addressed, not by trying to craft the perfect standard license, but by informing the corporations that they can, if they don't like the standard license, approach the authors to negotiate a different, perhaps even paid, license.

One other benefit of adopting a standard license is to help ensure that the license accomplishes, from a legal perspective, what the authors intend. For instance, many of the [original] licenses for the libraries available on boost.org do not disclaim the warranty of title, meaning that the authors could, arguably, be sued by a user if the code infringes the rights of a third party and the user is sued by that third party. I think the authors probably want to disclaim this kind of liability.

#### **SHORT-FORM LICENSE**

Without in anyway detracting from the draft license that's been circulated [to Boost moderators], I'd like to propose an alternative

"short-form" license that Boost could have the library authors adopt. David [Abrahams] has expressed a desire to keep things as simple as possible, and to try to move away from past practice as little as possible, and this is my attempt at a draft.

This license, which is very similar to the BSD license and the MIT license, should satisfy the Open Source Initiative's Open Source Definition: (i) the license permits free redistribution, (ii) the distributed code includes source code, (iii) the license permits the creation of derivative works, (iv) the license does not discriminate against persons or groups, (v) the license does not discriminate against fields of endeavor, (vi) the rights apply to all to whom the program is redistributed, (vii) the license is not specific to a product, and (viii) the license is technologically neutral (i.e., it does not [require] an explicit gesture of assent in order to establish a contract between licensor and licensee).

This license grants all rights under the owner's copyrights (as well as an implied patent license), disclaims all liability for use of the code (including intellectual property infringement liability), and requires that all subsequent copies of the code [except machine-executable object code], including partial copies and derivative works, include the license.

## FAQ

**How should Boost programmers apply the license to source and header files?** Add a comment based on the following template, substituting appropriate text for the italicized portion:

```
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//      (See accompanying file LICENSE_1_0.txt or copy at  
//      http://www.boost.org/LICENSE\_1\_0.txt)
```

Please leave an empty line before and after the above comment block. It is fine if the copyright and license messages are not on different lines; in no case there should be other intervening text. Do not include "All rights reserved" anywhere.

Other ways of licensing source files have been considered, but some of them turned out to unintentionally nullify legal elements of the license. Having fixed language for referring to the license helps corporate legal departments evaluate the boost distribution. Creativity in license reference language is strongly discouraged, but judicious changes in the use of whitespace are fine.

**How should the license be applied to documentation files, instead?** Very similarly to the way it is applied to source files: the user should see the very same text indicated in the template above, with the only difference that both the local and the web copy of LICENSE\_1\_0.txt should be linked to. Refer to the HTML source code of this page in case of doubt.

Note that the location of the local LICENSE\_1\_0.txt needs to be indicated relatively to the position of your documentation file (./LICENSE\_1\_0.txt, ../LICENSE\_1\_0.txt etc.)

**How is the Boost license different from the GNU General Public License (GPL)?** The Boost license permits the creation of derivative works for commercial or non-commercial use with no legal requirement to release your source code. Other differences include Boost not requiring reproduction of copyright messages for object code redistribution, and the fact that the Boost license is not "viral": if you distribute your own code along with some Boost code, the Boost license applies only to the Boost code (and modified versions thereof); you are free to license your own code under any terms you like. The GPL is also much longer, and thus may be harder to understand.

**Why the phrase "machine-executable object code generated by a source language processor"?** To distinguish cases where we do not require reproduction of the copyrights and license, such as object libraries, shared libraries, and final program executables, from cases where reproduction is still required, such as distribution of self-extracting archives of source code or precompiled header files. More detailed wording was rejected as not being legally necessary, and reducing readability.

**Why is the "disclaimer" paragraph of the license entirely in uppercase?** Capitalization of these particular provisions is a US legal mandate for consumer protection. (Diane Cabell)

**Does the copyright and license cover interfaces too?** The conceptual interface to a library isn't covered. The particular representation expressed in the header is covered, as is the documentation, examples, test programs, and all the other material that goes with the library. A different implementation is free to use the same logical interface, however. Interface issues have been fought out in court several times; ask a lawyer for details.

**Why doesn't the license prohibit the copyright holder from patenting the covered software?** No one who distributes their code under the terms of this license could turn around and sue a user for patent infringement. (Devin Smith)

Boost's lawyers were well aware of patent provisions in licenses like the GPL and CPL, and would have included such provisions in the Boost license if they were believed to be legally useful.

**Why doesn't the copyright message say "All rights reserved"?** Devin Smith says "I don't think it belongs in the copyright notice for anything (software, electronic documentation, etc.) that is being licensed. It belongs in books that are sold where, in fact, all rights (e.g., to reproduce the book, etc.) are being reserved in the publisher or author. I think it shouldn't be in the BSD license."

**Do I have to copyright/license trivial files?** Even a test file that just contains an empty main() should have a copyright. Files without copyrights make corporate lawyers nervous, and that's a barrier to adoption. The more of Boost is uniformly copyrighted and licensed, the less problem people will have with mounting a Boost release CD on a corporate server.

**Can I use the Boost license for my own projects outside Boost?** Sure; there are no restrictions on the use of the license itself.

**Is the Boost license "Open Source"?** Yes. The Open Source Initiative certified the Boost Software License 1.0 in early 2008.



## TRANSITION

To ease the transition of the code base towards the new common license, several people decided to give a blanket permission for all their contributions to use the new license. This hopefully helps maintainers to switch to the new license once the list contains enough names without asking over and over again for each change. Please consider adding your name to the list.

## ACKNOWLEDGEMENTS

Dave Abrahams led the Boost effort to develop better licensing. The legal team was led by Diane Cabell, Director, Clinical Programs, Berkman Center for Internet & Society, Harvard Law School. Devin Smith, attorney, Nixon Peabody LLP, wrote the Boost License. Eva Chan, Harvard Law School, contributed analysis of Boost issues and drafts of various legal documents. Boost members reviewed drafts of the license. Beman Dawes wrote this web page.

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## License Issues

Curl and libcurl are released under a MIT/X derivate license. The license is very liberal and should not impose a problem for your project. This section is just a brief summary for the cases we get the most questions. (Parts of this section was much enhanced by Bjorn Reese.)

We are not lawyers and this is not legal advice. You should probably consult one if you want true and accurate legal insights without our prejudice.

### 6.1 I have a GPL program, can I use the libcurl library?

Yes!

Since libcurl may be distributed under the MIT/X derivate license, it can be used together with GPL in any software.

**6.2 I have a closed-source program, can I use the libcurl library?**

Yes!

libcurl does not put any restrictions on the program that uses the library.

**6.3 I have a BSD licensed program, can I use the libcurl library?**

Yes!

libcurl does not put any restrictions on the program that uses the library.

**6.4 I have a program that uses LGPL libraries, can I use libcurl?**

Yes!

The LGPL license doesn't clash with other licenses.

**6.5 Can I modify curl/libcurl for my program and keep the changes secret?**

Yes!

The MIT/X derivate license practically allows you to do almost anything with the sources, on the condition that the copyright texts in the sources are left intact.

**6.6 Can you please change the curl/libcurl license to XXXX?**

No.

We have carefully picked this license after years of development and discussions and a large amount of people have contributed with source code knowing that this is the license we use. This license puts the restrictions we want on curl/libcurl and it does not spread to other programs or libraries that use it. It should be possible for everyone to use libcurl or curl in their projects, no matter what license they already have in use.

**6.7 What are my obligations when using libcurl in my commercial apps?**

Next to none. All you need to adhere to is the MIT-style license (stated in the COPYING file) which basically says you have to include the copyright notice in "all copies" and that you may not use the copyright holder's name when promoting your software.

You do not have to release any of your source code.

You do not have to reveal or make public any changes to the libcurl source code.

You do not have to reveal or make public that you are using libcurl within your app.

As can be seen here: <http://curl.haxx.se/docs/companies.html> and elsewhere, more and more companies are discovering the power of libcurl and take advantage of it even in commercial environments.

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```

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* 605 E. Springfield, Champaign, IL 61820
* httpd@ncsa.uiuc.edu
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                      =====
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26. [Frank Kardel <kardel\(at\)ntp\(dot\)org>](mailto:kardel(at)ntp(dot)org) PARSE <GENERIC> driver (>14 reference clocks), STREAMS modules for PARSE, support scripts, syslog cleanup, dynamic interface handling
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31. [Louis A. Mamakos <louie@ni.umd.edu>](mailto:louie@ni.umd.edu) MD5-based authentication
32. [Lars H. Mathiesen <thorinn@diku.dk>](mailto:thorinn@diku.dk) adaptation of foundation code for Version 3 as specified in RFC-1305
33. [Danny Mayer <mayer@ntp.org>](mailto:mayer@ntp.org) Network I/O, Windows Port, Code Maintenance
34. [David L. Mills <mills@udel.edu>](mailto:mills@udel.edu) Version 4 foundation: clock discipline, authentication, precision kernel; clock drivers: Spectracom, Austron, Arbiter, Heath, ATOM, ACTS, KSI/Odetics; audio clock drivers: CHU, WWV/H, IRIG
35. [Wolfgang Moeller <moeller@gwdgv1.dnet.gwdg.de>](mailto:moeller@gwdgv1.dnet.gwdg.de) VMS port
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39. [Derek Mulcahy <derek@toybox.demon.co.uk>](mailto:derek@toybox.demon.co.uk) and [Damon Hart-Davis <d@hd.org>](mailto:d@hd.org) ARCRON MSF clock driver
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45. [Jack Sasportas <jack@innovativeinternet.com>](mailto:jack@innovativeinternet.com) Saved a Lot of space on the stuff in the html/pic/ subdirectory
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50. [Kenneth Stone <ken@sdd.hp.com>](mailto:ken@sdd.hp.com) HP-UX port
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52. [Tomoaki TSURUOKA <tsuruoka@nc.fukuoka-u.ac.jp>](mailto:tsuruoka@nc.fukuoka-u.ac.jp) TRAK clock driver

53. [Paul A Vixie <vixie@vix.com>](mailto:vixie@vix.com) TrueTime GPS driver, generic TrueTime clock driver
54. [Ulrich Windl <Ulrich.Windl@rz.uni-regensburg.de>](mailto:Ulrich.Windl@rz.uni-regensburg.de) corrected and validated HTML documents according to the HTML DTD

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