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# Notes

The heart of the Artistic license is the idea that artists, people who create things, should be able to have ongoing artistic involvement in their work. The goal of the Artistic 2.0 revision is to make the terms of the original Artistic License clearer and more readable. In some cases we expanded it to make it more legally specific. In some cases we made the language more general so the license may fit better with past and future changes in technology.

Legal documents can be considered as just another form of code. You'll see a lot of spaghetti legal code out there, lengthy and obtuse, but it doesn't have to be like that. Readability and maintainability are just as important in legal code as they are in software. But, because legal documents are code, our drafting choices are based on a need to capture a particular legal meaning.

These notes are based on comments and questions that came up as we worked on this revision. We hope they will help you understand how to use the new license. To make the comments easier to follow, we use Perl as an example in these notes.

## **"Original License":**

We found ourselves repeating "the version of the Artistic License that ships with the Standard Version" far too many times through the license, so we decided to define it in one place. The "original license" identifies the license that the developer used to distribute their code. It also lets the users know that TPF might update the license in the future, and that developers who have distributed under one version of the license can always upgrade to another. This isn't an automatic upgrade. If you distribute a package under the Artistic License 2.0, and want to take advantage of "bug fixes" in version 2.1, you have to include the new version of the license in the package.

## **Section 1:**

This section applies to using Perl yourself "as is", or changing it but only using the changed version yourself or inside your organization. The rest of the license does not come into play unless you want to make Perl available to others, in a standard or modified version.

## **Section 2:**

You can redistribute unchanged versions of the Perl source code. You can't charge a licensing fee for it, but you can charge for distributing it or for providing support.

## **Section 3:**

Fixing a few bugs, tweaking the code to run on your operating system, or applying a security patch from the development mailing list doesn't mean you've created a "Modified Version".

## **Section 4:**

You have a few different options if you want to change the code and redistribute it. Whatever option you choose, you must let people know that you've changed the code. In general, we expect that you would do this using a file in the top-level of the distribution noting what's changed and that you will update the documentation anywhere your code works differently from what the documentation says (you would probably want to do this anyway, so the documentation isn't misleading). However, there are other ways to meet the requirements. For instance, you might include a comment in each changed file, or beside each change in the code.

Under Section 4(a), you can make any changes you want if you contribute them back under the Artistic License.

Under Section 4(b), you can release a proprietary version of the Perl source code, but if you do, don't pretend your code is the real Perl. Don't call it Perl, and don't make it so your users can't use the real Perl on the same machine. This requirement goes back to the idea of artistic control.

Under Section 4(c)(i), you can make any changes you want if you release your changes under the Artistic License.

Section 4(c)(ii) is what we call the "relicensing" clause. Perl 6 and Parrot won't be dual licensed with the GPL, unlike Perl 5. Since they won't be dual licensed, if you want to use Perl 6 or Parrot under a GPL license, you will do so under 4(c)(ii). Several other open source and free software licenses also qualify under 4(c)(ii), including the LGPL, MPL, and the Apache license. Note that these are only what have become known as "copyleft" licenses: "freely available" means both free as in speech and free as in beer.

**Section 5:**

If you don't change the code, you can ship it out as compiled code without the source code. Just tell people how to get the source code.

**Section 6:**

When it comes to Modified Versions, whether you're shipping compiled code or source code, the requirements are the same.

**Section 7:**

Example: you can ship Perl on a CD along with other software, or include it in your distribution of Linux.

**Section 8:**

You're totally free to embed Perl inside your software in a way that doesn't allow users to access Perl. On the other hand, if you embed it and users can nevertheless do things like running Perl scripts, then you really are distributing Perl and need make sure that your distribution fits one of the use cases in (1)-(7).

**Section 9:**

When you write code that just runs on Perl, that fact alone does not make the code subject to the Artistic License. It's your code. (This seems pretty obvious, but it's important to say it.)

**Section 10:**

The license offers you some rights. In order to obtain those rights, you need to accept the license. You can reject the license, but if you do, the rights aren't granted to you.

**Section 11:**

You're responsible for your own actions. If you get a copy of Perl from someone who broke the terms of the Artistic License, that doesn't get you off the hook—you're still required to comply with the license yourself. There are plenty of places where you can get legal copies of Perl, so it should be pretty easy to get back into compliance.

**Section 12:**

Just being explicit that the license doesn't grant you trademark rights, or rights related to trademark rights.

**Section 13:**

We're not particularly fond of patents, but they're part of the world we live in. So, with a goal of minimizing the likelihood of patent infringement claims, we grant you a patent license. In addition, under our contribution process, each Contributor makes a patent grant for their Contributions directly to you as a User. Both patent license clauses contain a provision that terminates the license(s) of anyone who files a lawsuit claiming that a Package infringes any patent. The termination only applies to Packages that are claimed to be infringements.

**Section 14:**

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