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(Jakarta Mail 1.6.2, Java Servlet API 3.1.0, javax.annotation API 1.3.2, javax.transaction API 1.3, javax.ws.rs-api 2.0.1)

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Third party tool name: jTDS Database driver  
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Third party tool name: VMWare WS SDK 5.0

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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with

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6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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Version 3, 29 June 2007

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does.>

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## ***Hacktivismo Enhanced-Source Software License Agreement***

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The Hacktivismo Enhanced-Source Software License Agreement

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### INTRODUCTORY STATEMENT

Software that Hacktivismo<sup>[fn1]</sup> releases under this License Agreement is intended to promote our political objectives. And, likewise, the purpose of this License Agreement itself is political: Namely, to compliment the software's intended political function. Hacktivismo itself exists to develop and deploy computer software technologies that promote fundamental human rights of end-users. Hacktivismo also seeks to enlist the active participation and involvement of people around the world, to help us improve these software tools, and to take other actions (including actions that involve using and distributing our software, and the advancement of similarly-minded software projects of others) that promote human rights and freedom worldwide.

[fn1] <http://hacktivismo.com/>

Because of our non-commercial objective of promoting end-users' freedoms, Hacktivism has some special, and admittedly ambitious, licensing needs. This License Agreement enhances the benefits of published source code by backing up our human rights projects with appropriate remedies enforceable in court.

The Freedoms We Promote: When we speak of the freedom of end-users, we are talking about basic freedoms recognized in the Hacktivism Declaration,<sup>[fn2]</sup> the International Covenant on Civil and Political Rights,<sup>[fn3]</sup> the Universal Declaration of Human Rights,<sup>[fn4]</sup> and other documents that recognize and promote freedom and human dignity. Principal among these freedoms are:

[fn2] <http://hacktivism.com/about/declarations/>

[fn3] [http://www.unhchr.ch/html/menu3/b/a\\_ccpr.htm](http://www.unhchr.ch/html/menu3/b/a_ccpr.htm)

[fn4] <http://www.un.org/Overview/rights.html>

Freedom of Expression: The freedom of opinion and expression "include[s] freedom to seek, receive and impart information and ideas of all kinds, regardless of frontiers,"<sup>[fn5]</sup> and the freedom to choose one's own medium of expression. The arbitrary use of technological censorship measures to block or prevent access to broad categories of speech and expression including the work of critics, intellectuals, artists, journalists, and religious figures is seldom, if ever, justified by any legitimate governmental objective. And, to the extent that technology enables censorship decisions to be removed from public scrutiny and review, technology-based censorship mechanisms are especially suspect and dangerous to civil society. When repressive governments and other institutions of power seek to deprive people of this basic freedom, people have the right to secure, employ and deploy the tools necessary to reclaim the freedoms to which they are justifiably entitled.

[fn5] Article 19, Universal Declaration of Human Rights.

Freedom of Collective Action and Association: People have and should have the "freedom of peaceful assembly and association."<sup>[fn6]</sup> This freedom includes the right of people to work together to secure constructive change in their personal, economic, and political circumstances. When repressive governments or other institutions of power seek to deprive people (including users of the Internet) of their freedoms of voluntary assembly, association, and common enterprise, people have the right to secure, employ and deploy technologies that reclaim the freedoms to which they are justifiably entitled.

[fn6] Article 20(1), Universal Declaration of Human Rights.

Freedoms of Thought, Conscience, Sexuality, and Religion: People have and should have the freedom of "thought, conscience, and religion."<sup>[fn7]</sup> This right "includes freedom to change religion or belief, and freedom, either alone or in community with others, in public or private, to manifest any religion or belief in teaching, practice, worship and observance, regardless of doctrine."<sup>[fn8]</sup> Every person, regardless of sex or sexual preference, and with reciprocal respect for the corresponding rights of all others, has and should have the right to determine and choose, freely and without coercion, whether, how and with whom he or she shall fully enjoy the most private and personal aspects of human life, including individual sexuality, reproduction, and fertility. Moreover, "[t]he explicit recognition and reaffirmation of the right of all women to control all

aspects of their health, in particular their own fertility, is basic to their empowerment."<sup>[fn9]</sup> When repressive governments and other institutions of power seek to deprive people of these basic freedoms, they have the right to secure, employ and deploy the tools necessary to reclaim the freedoms to which they are justifiably entitled.

<sup>[fn7]</sup> Article 18, Universal Declaration of Human Rights.

<sup>[fn8]</sup> Id.

<sup>[fn9]</sup> Paragraph 17, Beijing Declaration of the Fourth United Nations Conference on Women (Sept. 15, 1995).

Freedom of Privacy: Every person has the right to be free from "subject[ion] to arbitrary interference with his [or her] privacy, family, home or correspondence"<sup>[fn10]</sup> -- digitally, or by any other means or methodology. This freedom of privacy includes the right to be free from governmental or private surveillance that might interfere with or deter the rightful exercise of any other freedoms of any person. In the context of software tools that enable people to reclaim their freedoms, all end-users have and should have the right to secure and use tools that are free from the surreptitious insertion into their software of "backdoors," "spy-ware," escrow mechanisms, or other code or techniques that might promote surveillance, or subvert security (including cryptographic security), confidentiality, anonymity, authenticity and/or trust.

<sup>[fn10]</sup> Article 12, Universal Declaration of Human Rights.

Reasons For Enhancing "Free" and "Open-Source" Licensing: Developing a new software license is never a trivial task and this License Agreement has presented special challenges for Hacktivism. Because of our human rights objectives, this License Agreement includes some specific terms and conditions that, as a technical matter, depart from the previously-recognized and established definitions of "free"<sup>[fn11]</sup> software and "open source"<sup>[fn12]</sup> software.

<sup>[fn11]</sup> <http://www.gnu.org/philosophy/free-sw.html>

<sup>[fn12]</sup> [http://www.opensource.org/docs/definition\\_plain.php](http://www.opensource.org/docs/definition_plain.php)

We have therefore coined the term "enhanced source" to describe this License Agreement because we have sought to combine most of the freedom-promoting benefits of "free" or "open-source" software (including mandatory disclosure of any changes or modifications Licensees make to the source code, whenever they release modified versions of HESSLA-licensed Programs or other Derivative Works), with additional enhanced license and contractual terms that are intended to promote the freedom of end-users. The Hacktivism Enhanced-Source Software License Agreement promotes our objectives in an enhanced manner by including contractual terms that empower both Hacktivism and qualified end-users with greater flexibility and leverage to maintain and recover human rights, through the mechanism of the contract itself including terms that are designed to enhance both our enforcement posture and that of qualified end-users in court.

To be sure, Hacktivism enthusiastically endorses and supports the goals and objectives of the Free Software movement and those of the open source community. In particular, we owe a special debt of gratitude to the Free Software Foundation, to the Open Source Initiative, and to many exceedingly talented

people who have contributed to Free Software and open source projects and endeavors over the years.

Ultimately, however, after reviewing the field of possibilities among previously-existing "open source" and "free" licenses, Hactivismo has concluded that none of them fully meets our requirements. Writing our own License Agreement enables us to pursue our human rights objectives more effectively. This licensing endeavor represents a first step toward achieving our objectives, and no doubt informed feedback, scholarship, and learned commentary will enable us to pursue our objectives even more effectively in the future.

**Benefits That Carry Over From Free Software:** Before we explain how an "enhanced source" License Agreement specifically differs from a "free" or "open source" license, we believe it is helpful to explain in greater detail what the principal advantages, and freedom-enhancing aspects, of "free" software are.

When we speak of "free software," we refer to important personal freedoms, and not price. In addition to terms that are intended to promote the freedoms of Expression, Thought, Collective Action and Privacy (along with other human rights) of all end-users, the Hactivismo Enhanced-Source Software License Agreement is also designed and intended to promote the following freedoms:

- \* You have the freedom to distribute copies of the software (and charge for this service if You wish);
- \* You have the freedom of access to the source code, to inspect and verify (and even to improve, if You can) the integrity and functionality of the software;
- \* So long as You do not subvert or infringe the freedoms of end-users by doing so, You have the freedom to change the software or to use parts of it in new Programs;
- \* You have the freedom to know You can do these things.

The licenses for most computer software programs are designed to take away Your freedom to share software or change source code. This kind of software is designated as proprietary or "closed." The Hactivismo Enhanced-Source Software License Agreement -- like other license agreements that have served as inspiration for our work -- is intended to promote both Your freedom to share our software with others, and Your freedom to change and improve the software. Your right under this License Agreement to look at the source not only enables You to contribute Your own efforts to Hactivismo's human rights projects, but also serves as an additional level of assurance to You as an end-user that unwelcome, hidden surprises have not been inserted into the software, that could compromise Your rights and freedoms when You use the software.

**HESSLA Helps Safeguard Additional End-User Freedoms:** In order to understand why this License Agreement must be described as "enhanced source," and cannot strictly speaking be considered either a "free" or "open source" license agreement, it is helpful to consider the possibility that a programmer might insert malicious code, such as a computer virus, a keystroke logger, or "spyware" into a program that has previously been released under a "free software" license

agreement.[fn13] The act of inserting malicious code into software, if done by a private individual or company (though many governments will contend they are not required to play by the same rules as the rest of us), may well violate criminal laws and result in civil tort liability. It is, of course, also possible to deter such malicious behavior by including, in a software license agreement, a specific contractual term that prohibits such behavior meaning that any licensee who violates the prohibition against malicious code can be sued by the licensor (or by third-party beneficiaries who the licensor has explicitly identified as alternate or additional enforcers of the agreement) for money damages and a court order forbidding any continued violation.

[fn13]In this regard, a the following hypothetical illustration should be particularly helpful. If an organization of computer security enthusiasts were to release, under the GNU General Public License ("GPL"), a program called "Grey Eminence 3000" ("GE3K") a remote-administration tool for Microsoft Windows, that helps illustrate how insecure this particular commercial product happens to be it should hardly be surprising that the United States Secret Service and Federal Bureau of Investigation, after making some loud and misleading apocalyptic noises about "computer hackers" to Congress and in the media (primarily in a largely successful effort to increase their technology budgets), would also study the software to see what it does, how it does it, and whether any of those capabilities happen to be features that law enforcement might find helpful. Of course, if the U.S. federal law enforcement community were to announce, several months later, that it had commissioned the development of "classified" quasi-viral computer-intrusion and surveillance software called "Magic Candle" the capabilities of which law enforcement does not plan to disclose to the public, and the source code for which will remain a closely-guarded secret then inquiring minds might become curious as to whether "Magic Candle" contains any of the GPLed code that was written for "GE3K" (or any other free or open-source software, for that matter). Needless to say, under the right factual circumstances, if any GPLed code from GE3K found its way into "Magic Candle," then the U.S. government or its software development contractor might well be obligated to reveal to the public all the source code for "Magic Candle." Nevertheless, so long as the "Magic Candle" source is never publicly released for comparison purposes, then everyone with legitimate questions about GPL compliance faces a chicken-and-egg problem. So long as the source of "Magic Candle" remains secret, detection of a GPL violation becomes dramatically more difficult (particularly so if, additionally, nobody outside law enforcement has access to the compiled executables), which means the worldwide community of Internet users and software developers has only the United States government's solemn assurance that no GE3K code was used cold comfort at best.

Previous Licenses Provide More Limited Protection Against Government and Other Surveillance: No software license agreement that qualifies as "free" or "open source" may contain any restriction as a term of the license agreement that in any way qualifies any Licensee's prerogative (no matter who they are or what their motives may be) to make changes to code. In other words, an "open source" license agreement, to qualify for the "open source" label, may not even contain a term that prohibits the insertion of destructive viruses or "trojan horses" into derivative code. Likewise, no "free" or "open source" license agreement can in

any way contain (as a license term) any restriction on the use of software not even a prohibition against unlawful surveillance or other malicious uses of the software.

The "open source" and "Free Software" communities rely principally on voluntary compliance<sup>[fn14]</sup> with the disclosure provisions of license agreements (although many "free" and "open source" license agreements, such as BSD-style licenses, do not require changed code to be disclosed, and in fact enable modified versions of programs to be "taken proprietary") and on social mechanisms of enforcement, as means to detect, prevent, deter, and remedy abuses.

<sup>[fn14]</sup>As the example in Note 13 illustrates, it is sometimes difficult to determine whether the source disclosure requirement of the GPL has been violated, such as when a modified version of a program has been distributed without source, precisely because detection of a disclosure violation depends in part on the disclosure of the source of derivative works in order to compare whether a putative derivative really does contain code derived from a GPLed parent work.

The Hacktivismo Enhanced-Source Software License Agreement does not in any way sacrifice or surrender the enforcement techniques and safeguards available under license agreements such as the GNU General Public License. Rather, the HESSLA enhances the options available to Hacktivismo and to qualified end-users, by providing additional enforcement options. Moreover, for the purpose of promoting the freedoms of both programmers and end-users, through the enforced mandatory disclosure of code modified by third-parties, this License Agreement has advantages over many of the licenses (such as BSD-style licenses) that fully qualify as "free" or "open-source" license agreements.

What makes this License Agreement an "enhanced source" License Agreement, instead of a "free software" license agreement, is that the Hacktivismo Enhanced-Source Software License Agreement contains specific, very limited restrictions on modification and use of software by Licensees, as part of a calculated trade-off of rights and responsibilities that is intended to promote the freedom of end-users.

The Enhanced-Source Bargain Reinforces End-User Freedoms: To protect Your rights, we need to make restrictions that forbid anyone to deny You specific rights or to ask You to surrender these rights. To protect Your human rights as an end-user of this program or any work based on it, we need to make restrictions that forbid You and all other Licensees of this software (including, without limitation, any government Licensees) from using this code to subvert the human rights of any end-user.

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In this regard, the methodology we employ is not materially different from the methodology Free Software Foundation employs in the GNU General Public License (the "GPL"). The methodology is to exchange the Author's permission to copy, change, and/or distribute a copyrighted work, for every Licensee's acceptance of terms and conditions that promote the licensor's objectives. In both this License Agreement and the GPL, the terms and conditions that each Licensee must accept are intended to discriminate against certain very narrow, limited kinds of human endeavor, that are inconsistent with the licensor's political objectives. In other words, the GPL requires each Licensee to promise not to engage in the activity of 'propertizing,' or 'taking proprietary,' modifications to GPLed code; modified code must also be released under the GPL, and cannot be released in the form of "closed" executables, or otherwise be made "proprietary." Likewise, the Hacktivismo Enhanced Source Software License Agreement discriminates against undesirable activity such as surveillance, introduction of certain kinds of malicious code, and human rights violations, as well as discriminating against "propertizing" behavior such as might violate the GPL. Subject to these narrow restrictions, Licensees under either license agreement enjoy very broad latitude to change, use, explore, modify, and distribute the software much broader than they would enjoy with typical "proprietary" software packages.

As with "copyleft" licenses such as the GPL, under the Hacktivismo Enhanced Source Software License Agreement, programmers (including, most importantly, programmers working for governments) do not have unfettered or completely unlimited "freedom" for purposes of what they can do with HESSLA-licensed code. Just as with the GPL, they do not have the "freedom" to convert HESSLA-licensed code into "closed" or "proprietary" code. People who create derivative works based on an HESSLA-licensed program and distribute those works have a corresponding obligation to "give back," and not merely to "take," HESSLA-licensed code.

If You distribute copies of such an HESSLA-licensed program, whether gratis or for a fee, You must give the recipients all the rights and responsibilities that You have. You must ensure that they, too, are told of the terms of this License Agreement, including the freedoms they have, and the kinds of uses and modifications that are forbidden. You must communicate a copy of this License Agreement to them as part of any copy, modification, or re-use of source or object code, so they know their rights and responsibilities.

Thus, the main difference between this License Agreement and the GPL is not the methodology we employ,<sup>[fn15]</sup> but the scope and breadth of the political objectives we seek to promote. Simply put, the political objectives we promote are somewhat broader than the explicit political goals that the Free Software Foundation seeks to promote through the GPL. Our goals include a somewhat broader range of human rights than the specific copyright-related rights with which the GPL is principally concerned. But, while we are concerned with the entire field of human rights rather than a subset, we want to make it perfectly clear that we also embrace, share, and seek to promote, the goals we share with the Free Software movement.

<sup>[fn15]</sup> There is a modest difference, but it is not large, and mostly philosophical. Some experts on the GPL draw a distinction between a "contract" and a pure "license," by taking the position that a pure "license" does not impose "contractual" conditions on a Licensee only conditions that

would otherwise (but for the license) be subsumed within with exclusive rights that the licensor has under copyright law. Thus, the licensor has the right to exclude anyone else from such activities as making copies, making derivative works, publicly performing a work, and other exclusive rights specified by statute. But, concerning the act of "using" a computer software program, in instances in which a copy is not made (or, in the trivial sense that a copy is made only temporarily from a storage medium to memory, to enable software to be "used"), the Free Software Foundation takes the position that United States law, at least, does not confer an exclusive right on the copyright holder (or, as others would argue, the United States statute qualifies the holder's exclusive right to copy), because the U.S. Copyright Act specifically exempts from the exclusive right to make copies, a copy made from (for example) a computer hard drive to volatile memory, in connection with the process of executing computer software. So far as we can determine, the Free Software Foundation does not argue that it is impossible "contractually" to impose conditions on use, as part of the bargain one strikes, when conditionally allowing Licensees to make copies of a program. Rather, for philosophical reasons, the Free Software Foundation voluntarily chooses not to include what it views as "contractual" conditions in the GPL. In this sense, Hactivismo takes the position that the HESSLA is clearly a "contract" and contains "contractual" terms, such that it should not be considered a "pure license," under the nomenclature employed by the Free Software Foundation. However, in our view, precisely because both the HESSLA and the GPL are clearly conditional grants of permission to do things from which the Licensee would otherwise be excluded (i.e., the Licensee must undertake certain obligations in exchange for permission to copy, modify, or distribute, a work), the key point is that the methodology is quite similar.

Compared with the GPL, aspects of the HESSLA give both end-users and programmers (including, most importantly, governmental end-users and programmers) marginally less leeway to make malicious use of the program, or to insert malicious code into a program, than they would have under a traditional "copyleft" software license. These aspects of the HESSLA (such as the requirement that the program cannot be used to violate human rights, or forbidding the insertion of "spy-ware" or surveillance mechanisms into derivative works) are included because our ultimate objective is to preserve and promote the human rights of end-users, including their privacy and their right of free expression.

In other words, unlike many programmers, we are not just in the business of developing and distributing open-standards technologies. We're also trying to empower end-users (including end-users in totalitarian regimes) with software tools that promote fundamental freedoms while also seeking as best we can to protect these end-users from being arrested, beaten, or worse. Our objective of promoting end-user freedoms, including the freedoms of people in politically repressive countries, is precisely the factor that has led Hactivismo to develop this License Agreement instead of using another.

The HESSLA Also Includes Features To Enhance Government Accountability: To this end, we have sought and intend to ensure, to the fullest extent that law (including, without limitation, the law of contract and of copyright licensing) enables us to do so,<sup>[fn16]</sup> that no government or other institution may do anything with this computer software or the underlying source code without

becoming a Licensee bound by the terms of this License Agreement, subject to the same restrictions on modification and use as anyone else.

[fn16] "Everyone has the right to an effective remedy by the competent national tribunals for acts violating . . . fundamental rights . . ." Article 8, United Nations Declaration of Human Rights.

Accordingly, this License Agreement includes several terms that are aimed explicitly at governmental entities, in order to maximize enforceability against such entities. Respect for the Rule of Law means that no governmental entity is above the law, and that no governmental entity should be permitted to use its status as a mechanism for circumventing the requirements of this License Agreement.

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0.12 Substandard Key-Selection Technique: The term "Substandard Key-Selection Technique" shall mean a method or technique to cause encryption keys to be more

easily guessed or less secure, such as by (i) causing the selection of keys to be less than random, or (ii) employing a selection process that selects among only a subset of possible keys, instead of from among the largest set of possible keys that can securely be used consistent with contemporary knowledge about the cryptographic techniques employed by You. The following illustrations elaborate on the foregoing definition:

0.12.1 If the key-generation or key-selection technique for the encryption algorithm You employ involves the selection of one or more prime numbers, or involves one or more mathematical functions or concatenations performed on one or more prime numbers, then each prime number should be selected from a very large set of candidate prime numbers, but not necessarily from the set of all possible prime numbers (e.g., inclusion of the number 1 in the candidate set, for example, may in some instances reduce rather than enhance security), and absolutely not from any artificially small set of candidate primes that makes the guessing of a key easier than would be the case if a secure key-generation technique were employed. In all instances, the primes should be selected at random from among the candidate set. If there is a customary industry standard for maximizing the security associated with the key-generation or key-selection technique for the cryptosystem You select, then (with attention also to the requirements of Section 0.11), You should employ a key-generation or selection technique no less secure than the customary industry standard for secure use of the cryptosystem.

0.12.2 If the key-generation or key-selection technique for the encryption algorithm You employ involves the selection of a random integer, or the transformation of a random integer through one or more mathematical processes, then the selection of the integer shall be at random from the largest possible set of all possible integers consistent with the secure functioning of the encryption algorithm. It shall not be selected from an artificially small set of integers (e.g., if a 256-bit random integer serves as the key, then You could not set 200 of the 256 bits as "0," and randomly generate only the remaining 56 bits producing effectively a 56-bit keylength instead of using the full 256 bits).

0.12.3 In other words, Your key-generation technique must promote security to the maximum extent permitted by the cryptographic method(s) and keylength You elect to employ, rather than facilitating eavesdropping or surveillance in any way. The example of GSM telephones, in which 16 of 56 bits in each encryption key were set at "0," thereby reducing the security of the system by a factor of 65,536, is particularly salient. Such artificial techniques to reduce the security of a cryptosystem by selecting keys from only a less-secure or suboptimal subset of possible keys, is prohibited and will violate this License Agreement if any such technique is employed in any Software.

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14.9.1 The Waiver by any Governmental Entity of a country other than the United States shall be understood explicitly to constitute a waiver for purposes of the Foreign Sovereign Immunities Act of 1976 (see Subparagraphs 14.2.1 to 14.2.4, inclusive, supra), and all United States Governmental Entities shall be understood to have agreed to a waive correspondingly broad in scope with respect to actions brought in the courts of other sovereigns.

14.9.2 Forum Selection Non-U.S. Governmental Entities. Governmental Entities that are not United States Governmental Entities shall be subject to suit, and agree to be subject to suit, in the United States District Court for the District of Columbia. The Author or an authorized end-user may bring an action in another court in another country, but the United States District Court for the District of Columbia, shall always be available as an agreed-upon forum for such an action. At the optional election of any Author (or, in the case of a third-party claim, any end-user asserting rights under Subparagraphs 14.3 and 14.10), such a suit against a non-U.S. Governmental Entity or Person may be brought in the United States District Court for the Southern District of New York, or the United States District Court for the Northern District of California, as a direct substitute for the United States District Court for the District of Columbia, for all purposes of this Subparagraph.

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