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Version 3, 19 November 2007

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(cryptacular 1.2.4, syslog4j 0.9.60)

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Version 3, 29 June 2007

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(SpotBugs Annotations 3.1.9)

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Version 2, June 1991

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(Jakarta Activation 1.2.0, Jakarta Mail 1.6.2, Java Architecture for XML Binding 2.3.1, Java Servlet API 3.1.0, javax.annotation API 1.3.2, javax.transaction API 1.3)

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Version 3, 29 June 2007

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\* c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

\* d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

\* e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the

operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

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The Hacktivismo Enhanced-Source Software License Agreement

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INTRODUCTORY STATEMENT

Software that Hacktivismo[fn1] 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. Hacktivism itself exists to develop and deploy computer software technologies that promote fundamental human rights of end-users. Hacktivism 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://hacktivism.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,[fn2] the International Covenant on Civil and Political Rights,[fn3] the Universal Declaration of Human Rights,[fn4] 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,"[fn5] 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."[fn6] 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.

[fn7] Article 18, Universal Declaration of Human Rights.

[fn8] *Id.*

[fn9] 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.

[fn10] 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 Hacktivismo. 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.

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

[fn12] [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 Hacktivismo 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, Hacktivism 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 Hacktivism 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 Hacktivism 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 Hacktivism'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.<sup>[fn13]</sup> 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.

<sup>[fn13]</sup>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.

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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.

[fn15] 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 Hacktivism 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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0.11 Strong Cryptography: "Strong Cryptography" shall mean cryptography no less secure than (for example, and without limitation) a 2048-bit minimum key size for RSA encryption, 1024-bit minimum key size for Diffie-Hellman (El Gamal), or a 256-bit minimum key size for AES and similar symmetric ciphers.

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

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