



IANAL:

What developers should know about IP and Legal

Bruno Lowagie, CEO iText Group NV @ JavaOne 2015



# THE WORLD'S MOST WIDELY USED PROGRAMMABLE PDF ENGINE

XML  
XHTML  
Web forms  
Databases

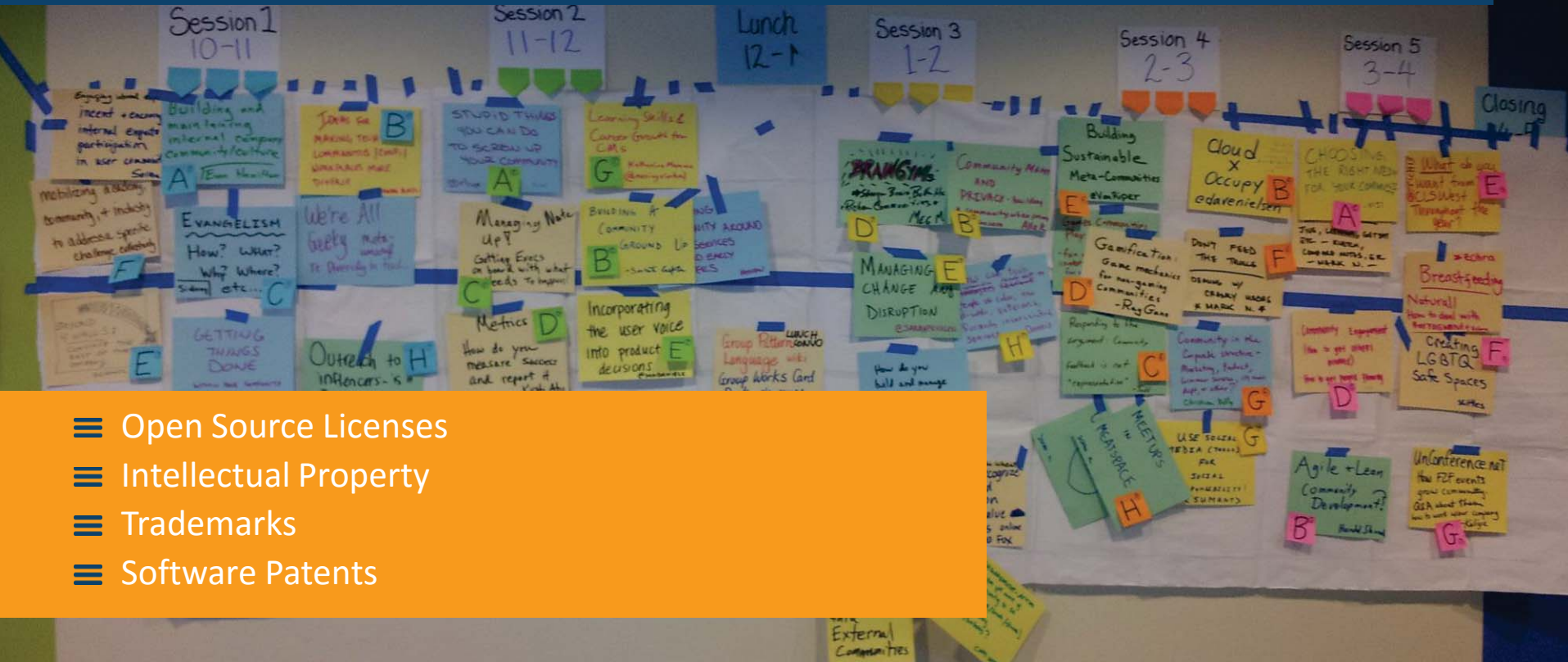


PDF/A  
PDF/UA  
Digital signatures  
PDF templates

# Disclaimer

- ≡ I'm an open source developer, not a lawyer
  - ≡ In this talk, I merely share *my experience* with legal issues,
  - ≡ “The law” can be different in different countries, but
  - ≡ Software is usually “international” and local laws may apply
- ≡ What I say may be controversial or confronting
  - ≡ Some big corporations may not like to hear what I say,
  - ≡ That doesn't mean that what I'm saying is wrong,
  - ≡ Everything I say is based on *my personal experience*.

# Agenda



- ≡ Open Source Licenses
- ≡ Intellectual Property
- ≡ Trademarks
- ≡ Software Patents



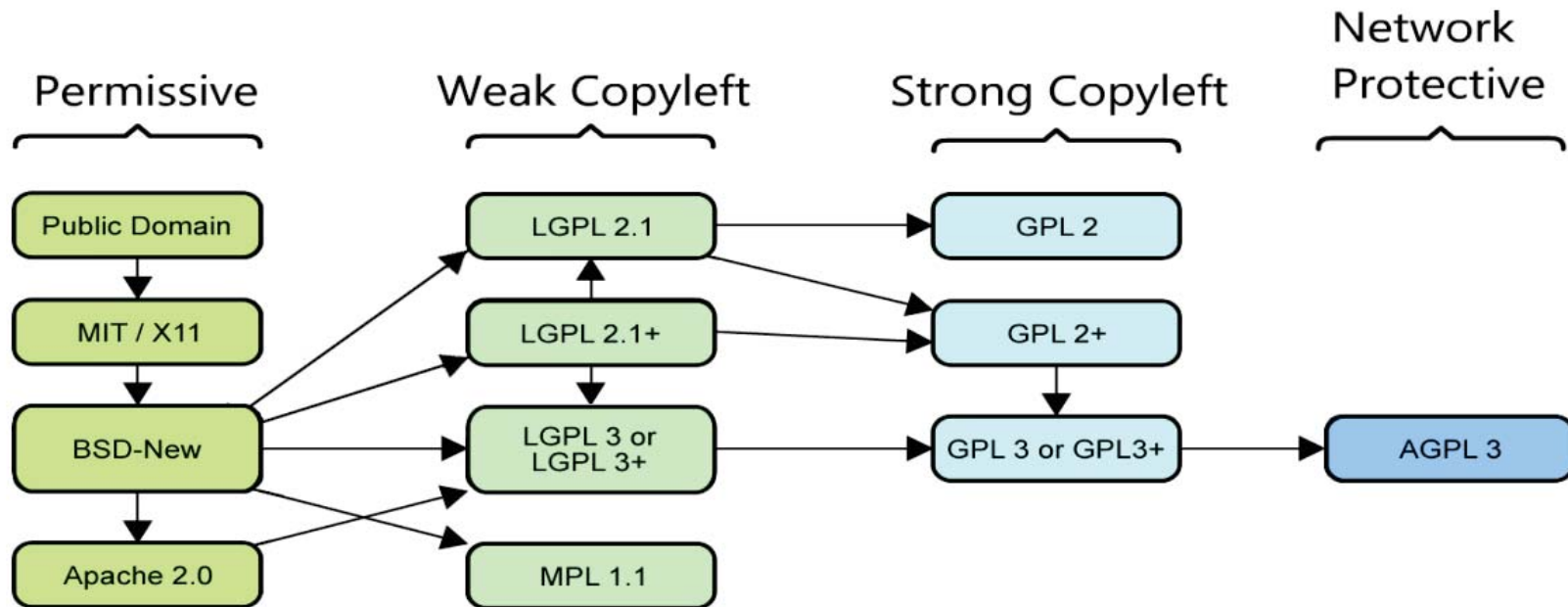
# Open Source

- Copyright versus Copyleft
- Overview of the most common open source licenses
- Monetizing open source
- Case study: can you change the license you've chosen?

# Copyright versus Copyleft

- © ≡ Copyright law allows an author to prohibit others from reproducing, adapting, or distributing copies of the author's work.
- © ≡ Copyleft gives every person who receives a copy of a work permission to reproduce, adapt or distribute the work **as long as any resulting copies or adaptations are also bound by the same copyleft licensing scheme.**

# Open Source License overview





# Monetizing Open Source

A man with glasses and a woman with blonde hair are smiling behind a white banner. The banner features logos for Deloitte, ING, Euronext, and Fortino Capital Adventures. The woman is holding a string of colorful beads.

**Deloitte.**

This initiative is co-sponsored by

ING



EURONEXT

**FORTINO**  
CAPITAL ADVENTURES

- ≡ Why does an open source developer need money?
- ≡ Focus on a B2B context, selling software
- ≡ Business models I've tried



# Why make money with open source?

arstechnica.com/information-technology/2014/04/tech-giants-chastened-by-heartbleed-finally-ag

## Tech giants, chastened by Heartbleed, finally agree to fund OpenSSL

IBM, Intel, Microsoft, Facebook, Google, and others pledge millions to open source.

by Jon Brodtkin - Apr 24, 2014 2:00pm CEST



www.macmillandictionary.com/dictionary/american/slave



**slave** - definition and synonyms ★★



NOUN [COUNTABLE]  Pronunciation /sleɪv/  Word Forms

- someone who is forced to work very hard for someone else, often in very bad conditions and without pay

www.tomitribe.com/blog/2013/11/feed-the-fish/

## Open Source Isn't Free.

Anything involving humans is never free. Software costs money to both consume and create. There is both a cost of ownership and a cost of creation.

www.theserverside.com/news/2240234582/Reflecting-on-open-source-software-Java-9-and-s

## Open source developers need to eat, too

Some of the evening BOF sessions allowed for a more contemplative mood. Open source thought leaders David Blevins, Johan Vos, and Bruno Lowagie honed in on the recurrent problems related to how *the industry* looks at open source software. They kicked off the discussion by positing that too often, it is assumed that all open source developers should work for free on open source products and that it is often ignored that they need to make a living as well. "We need to eat, too!" was the fundamental, underlying refrain. Perhaps large companies making use of open source should dedicate at least one member of their team fulltime in contributing to the open source products they benefit from. "We have this fairytale idea that open source is an infinite resource, but it's not," Blevins said. An approach that was suggested is for developers to approach their organization's CTO and say to them: "Let's outsource all our software development to people we don't know" and then, when the CTO looks surprised and annoyed at the suggestion, say: "That's what we're doing already, shouldn't we get to know the organizations behind the software we're using?" The bottom line reached by the end of the discussions was that organizations need to take responsibility. Figure out who is behind the open source software you're using and then feed the fish in one way or another.

The point cannot be made strongly enough that contributing to your own bottom line, which is where a lot of open source software is found, is not charity. It's just basic good business.

# Ideas to monetize your project

opensource.stackexchange.com/questions/88/how-can-large-open-source-projects-be-monetized

StackExchange 1,115 4 16 review help

Open Source beta Questions Tags Users Badges

## How can large open source projects be monetized?

Many open source projects I see involve having dedicated servers, as well as the expensive infrastructure that powers it.

28 How are these projects monetized to cover the costs introduced during development and deployment?

monetization

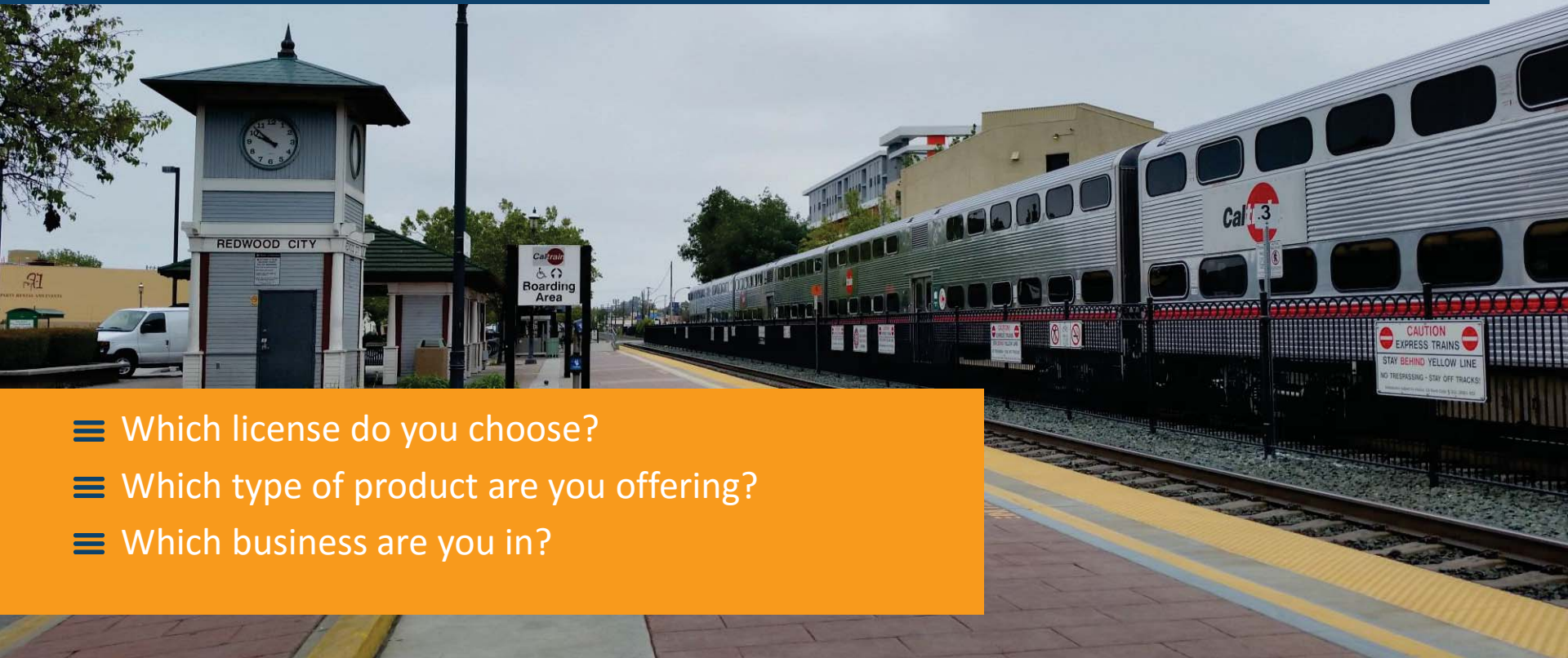
share edit close flag

6

edited Jun 29 at 2:36  
kdopen  
2,675 4 38

asked Jun 23 at 19:20  
Unihedron  
569 2 23

# Three factors to consider



- ≡ Which license do you choose?
- ≡ Which type of product are you offering?
- ≡ Which business are you in?

# Patrick's story (1/2)

zguide.zeromq.org/page:all#header-136



## Eat Me

[top](#) [prev](#) [next](#)

Here is a story. It happened to the eldest brother-in-law of the cousin of a friend of mine's colleague at work. His name was, and still is, Patrick.

Patrick was a computer scientist with a PhD in advanced network topologies. He spent two years and his savings building a new product, and choose the BSD license because he believed that would get him more adoption. He worked in his attic, at great personal cost, and proudly published his work. People applauded, for it was truly fantastic, and his mailing lists were soon abuzz with activity and patches and happy chatter. Many companies told him how they were saving millions using his work. Some of them even paid him for consultancy and training. He was invited to speak at conferences and started collecting badges with his name on them. He started a small business, hired a friend to work with him, and dreamed of making it big.

Then one day, someone pointed him to a new project, GPL licensed, which had forked his work and was improving on it. He was irritated and upset, and asked how people—fellow open sourcers, no less!—would so shamelessly steal his code. There were long arguments on the list about whether it was even legal to relicense their BSD code as GPL code. Turned out, it was. He tried to ignore the new project, but then he soon realized that new patches coming from that project *couldn't even be merged back* into his work!

Worse, the GPL project got popular and some of his core contributors made first small, and then larger patches to it. Again, he couldn't use those changes, and he felt abandoned. Patrick went into a depression, his girlfriend left him for an international currency dealer called, weirdly, Patrice, and he stopped all work on the project. He felt betrayed, and utterly miserable. He fired his friend, who took it rather badly and told everyone that Patrick was a closet banjo player. Finally, Patrick took a job as a project manager for a cloud company, and by the age of forty, he had stopped programming even for fun.

# Patrick's story (2/2)

Poor Patrick. I almost felt sorry for him. Then I asked him, "Why didn't you choose the GPL?" "Because it's a restrictive viral license", he replied. I told him, "You may have a PhD, and you may be the eldest brother-in-law of the cousin of a friend of my colleague, but you are an idiot and Monique was smart to leave you. You published your work inviting people to please steal your code as long as they kept this 'please steal my code' statement in the resulting work", and when people did exactly that, you got upset. Worse, you were a hypocrite because when they did it in secret, you were happy, but when they did it openly, you felt betrayed."

Seeing your hard work captured by a smarter team and then used against you is enormously painful, so why even make that possible? Every proprietary project that uses BSD code is capturing it. A public GPL fork is perhaps more humiliating, but it's fully self-inflicted.

BSD is like food. It literally (and I mean that metaphorically) whispers "eat me" in the little voice one imagines a cube of cheese might use when it's sitting next to an empty bottle of the best beer in the world, which is of course Orval, brewed by an ancient and almost extinct order of silent Belgian monks called *Les Gars Labas Qui Fabrique l'Orval*. The BSD license, like its near clone MIT/X11, was designed specifically by a university (Berkeley) with no profit motive to leak work and effort. It is a way to push subsidized technology at below its cost price, a dumping of under-priced code in the hope that it will break the market for others. BSD is an *excellent* strategic tool, but only if you're a large well-funded institution that can afford to use Option One. The Apache license is BSD in a suit.

For us small businesses who aim our investments like precious bullets, leaking work and effort is unacceptable. Breaking the market is great, but we cannot afford to subsidize our competitors. The BSD networking stack ended up putting Windows on the Internet. We cannot afford battles with those we should naturally be allies with. We cannot afford to make fundamental business errors because in the end, that means we have to fire people.

It comes down to behavioral economics and game theory. *The license we choose modifies the economics of those who use our work.* In the software industry, there are friends, foes, and food. BSD makes most people see us as lunch. Closed source makes most people see us as enemies (do you *like* paying people for software?) GPL, however, makes most people, with the exception of the Patricks of the world, our allies. Any fork of ZeroMQ is license compatible with ZeroMQ, to the point where we *encourage* forks as a valuable tool for experimentation. Yes, it can be weird to see someone try to run off with the ball but here's the secret, *I can get it back any time I want.*



# How the (A)GPL works

## ≡ A: you own the software

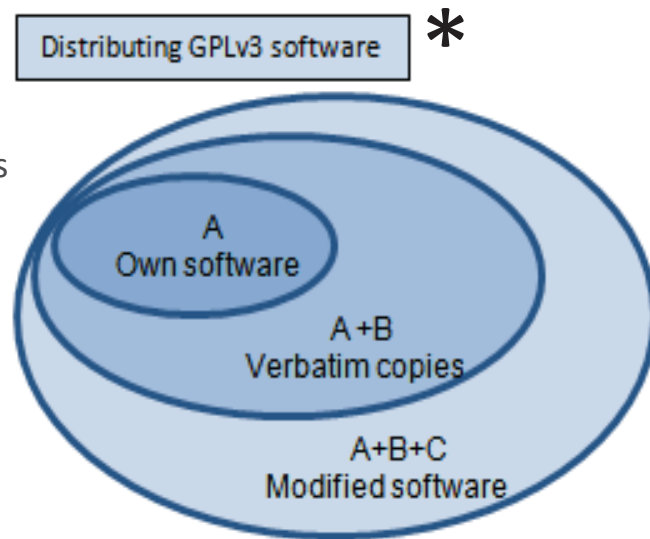
- You grant rights: copy, modify, distribute
- You distribute a copy of the source code
- Disclaimer: “as-is”; no warranties
- Additional rights: e.g. specific legal notices, use of trade names

## ≡ B: you distribute verbatim copies

- Everything listed under A still applies
- You may remove additional permissions
- The software remains GPL

## ≡ C: you distribute works “based on”

- Everything listed under A+B still applies
- Add notice + date for each modification
- Your work is automatically (A)GPL (viral effect!)



\* **USE only:** you don't have to accept the GPL

# Dual licensing

## ≡ Viral effect of the open source license

- The product is available for free for those who accept and comply with the F/OSS license
- As soon as the product is also distributed under another license, a commercial license is needed

## ≡ Commercial license for commercial use

- The product is available under a custom license for those who pay for the product
  - Support
  - Warranty, Indemnification
  - Release from the requirements of the F/OSS license



# B2C or B2B?

## ≡ B2C

- For instance: a tool or a game people can download,
- Users download and install the tool: use, no distribution,
- They don't have to accept the (A)GPL, they can just use it.

## ≡ B2B

- For instance: a library that parses XML, creates PDF,...
- It doesn't work unless you write some code around it,
- Typically, it is distributed (e.g. in a SaaS context).

## ≡ I'm assuming a B2B context

# The problem with B2C

← → ↺ [www.eurogamer.net/articles/2013-04-29-game-dev-tycoon-forces-those-who-pirate-the-game-to-unwittingly-fail-f](http://www.eurogamer.net/articles/2013-04-29-game-dev-tycoon-forces-those-who-pirate-the-game-to-unwittingly-fail-f)

## Game Dev Tycoon forces those who pirate the game to unwittingly fail from piracy

93.6 per cent of players currently running cracked copy.

By Tom Phillips Published 29/04/2013

What happens when pirates play a game development simulator and then go bankrupt because of piracy?

That's the question asked by Greenheart Games, the two man indie developer made up of Patrick and Daniel Klug, who included a special surprise within hacked copies of their game.

The duo's motto is "less social, less ville, more game". They launched their first title yesterday - development simulator Game Dev Tycoon for PC, Mac and Linux.

The game costs just \$7.99 (£5.15) to buy - money which will go straight back to the game's creators.

But after a day on sale, 3104 of the 3318 copies being played were pirated.

Pre-empting the game's eventual appearance on file-sharing sites, Patrick and Daniel Klug uploaded their own cracked copy of the full game. But within the code lay a few extra lines.



# Which business are you in?

## ≡ Are you selling a service?

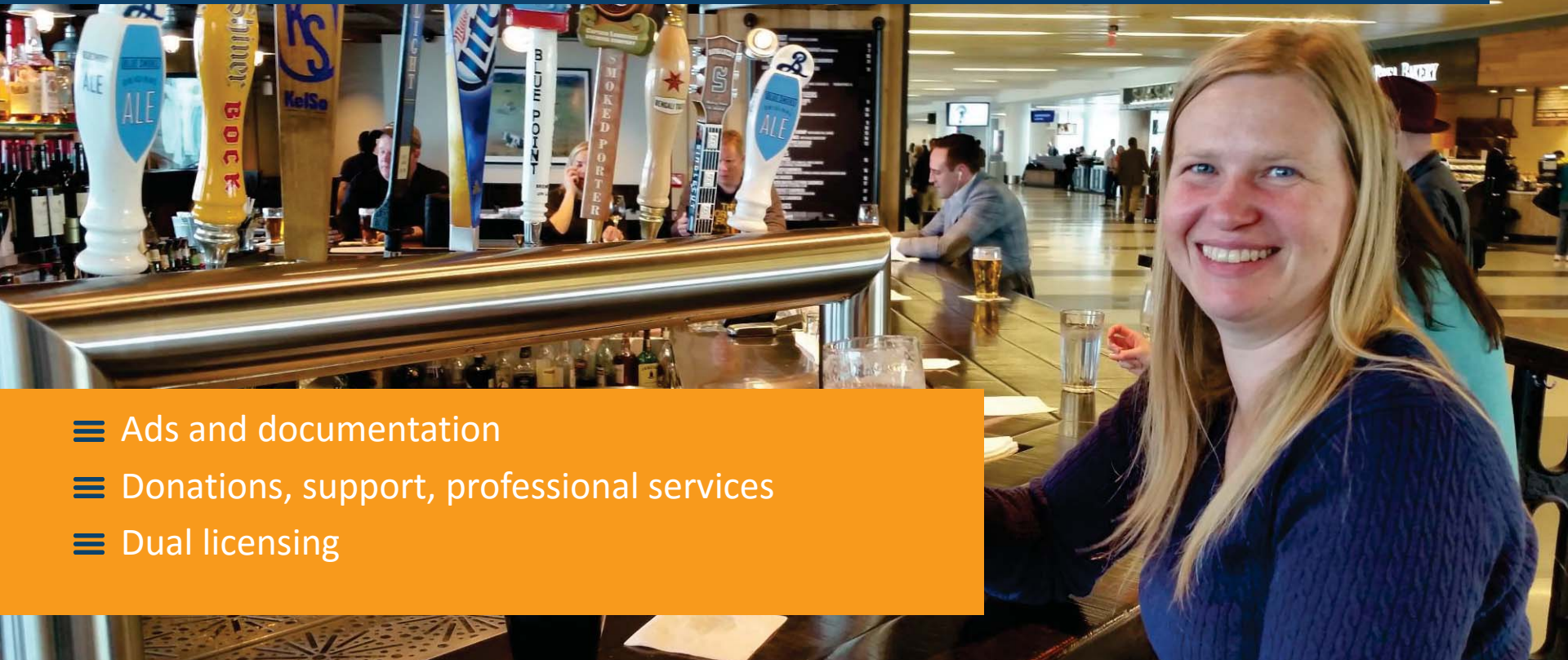
- For instance: Amazon sells books and AWS
- For instance: Google sells ads, services,...
- For instance: Uber sells rides

## ≡ Are you selling software?

- For instance: an ERP system
- For instance: a PDF library
- ...

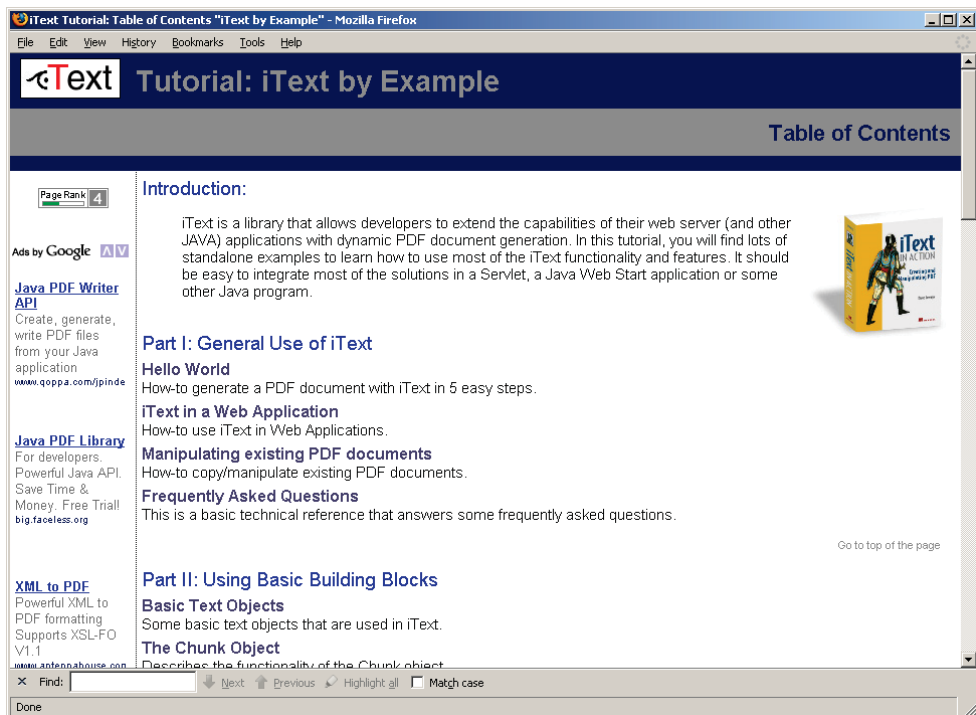
## ≡ I'm assuming a context of selling software

# Business models I've tried



- ≡ Ads and documentation
- ≡ Donations, support, professional services
- ≡ Dual licensing

# Generating revenue using ads



Free online tutorial:

- Google AdSense
  - 2004: \$8,900
  - 2005: \$14,500
  - 2006: \$6,200
  - 2007: \$2,350
  - 2008: \$1,900
  - 2009: \$1,500
  - 2010: \$280
  - 2011: \$520
  - 2012: \$350
  - 2013: \$160



# Making money with ads?

www.codehaus.org

## CODEHAUS

About History

All Codehaus services have now been terminated.

fortune.com/2015/07/08/apple-ad-block-ios/

TIME INC. NETWORK : FORTUNE MONEY TIME SI SPORTS ILLUSTRATED GOLF

**FORTUNE** SUBSCRIBE

TECH FORTUNE 500 See the Fortune 500 list

## Apple, ad blockers and the decline of the mobile Web

by Philip Elmer-DeWitt @philiped JULY 8, 2015, 11:16 AM EDT

arstechnica.com/information-technology/2015/05/sourceforge-grabs-gimp-f

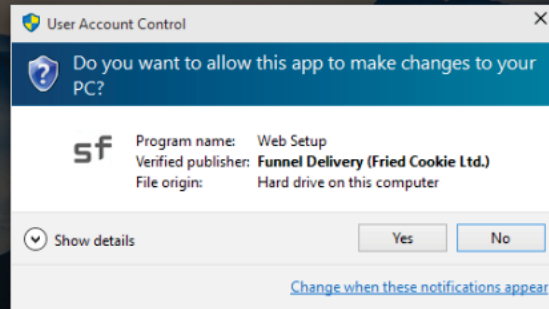
MAIN MENU MY STORIES: 25 FORUMS SUBSCRIBE JOBS

## SourceForge grabs GIMP for Windows' account, wraps installer in bundle-pushing adware [Updated]

SourceForge says account was abandoned; they were just giving it some (revenue-enhancing) love.

by Sean Gallagher - May 27, 2015 4:30pm EDT

Share Tweet 254



# Writing documentation

amazon.com Hello. Sign in to get [personalized recommendations](#). New customer? [Start here](#). [Halloween Deals on Costumes and More](#)

Your Amazon.com [Today's Deals](#) [Gifts & Wish Lists](#) [Gift Cards](#) Your Account [Help](#)

[Shop All Departments](#) Search Books [GO](#) [Cart](#) [Wish List](#)

[Books](#) [Advanced Search](#) [Browse Subjects](#) [New Releases](#) [Bestsellers](#) [The New York Times® Bestsellers](#) [Libros En Español](#) [Bargain Books](#) [Textbooks](#)

[Click to LOOK INSIDE!](#)



**iText in Action: Creating and Manipulating PDF (Paperback)**  
by [Bruno Lowagie](#) (Author)  
**Key Phrases:** [nested layer](#), [receiving institution](#), [version control](#), [Adobe Reader](#), [Hello World](#), [Pdf Stammer](#) (more...)  
★★★★★ (8 customer reviews)

List Price: ~~\$49.99~~  
Price: **\$31.49** & this item ships for **FREE** with Super Saver Shipping. [Details](#)  
You Save: **\$18.50 (37%)**

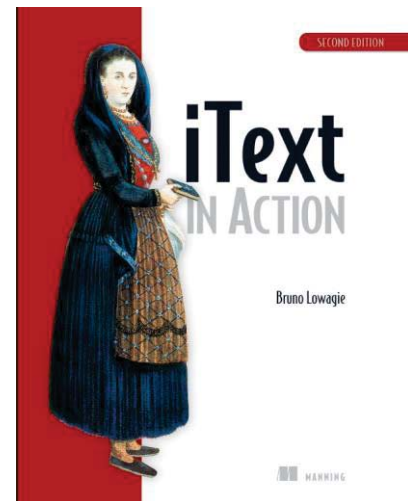
**In Stock.**  
Ships from and sold by Amazon.com. Gift-wrap available.

**Want it delivered Friday, October 23?** Order it in the next 9 hours and 14 minutes, and choose **One-Day Shipping** at checkout. [Details](#)

**30 new** from **\$26.87** **16 used** from **\$26.35**

Quantity:   
[Add to Shopping Cart](#)  
OR  
[Sign in](#) to turn on 1-Click ordering.  
OR  
[Add to Cart with FREE Two-Day Shipping](#)  
Amazon Prime Free Trial required. Sign up when you check out. [Learn More](#)  
[Add to Wish List](#)

More Buying Choices  
**46 used & new** from **\$26.35**



## James Gosling: on the Java Road

James Gosling's Weblog

[Java documentation](#) | [Main](#) | [The Omnivore's Dilemma](#)

### Thanks to the iText folks for a great PDF library

By jg on Sep 20, 2007

I just checked in yet another new version of [iText](#), the simple presentation tool that I use. The major new feature is the ability to export PDF - which I need on non-mac platforms. It was simple to do, thanks to the sweet PDF generation capabilities of the [iText](#) library. It's well documented on the website, and even better in the [book](#). Thanks!

## 1st Edition: 2006

- 11.600 copies
- Approx. \$33K

## 2nd Edition: 2010

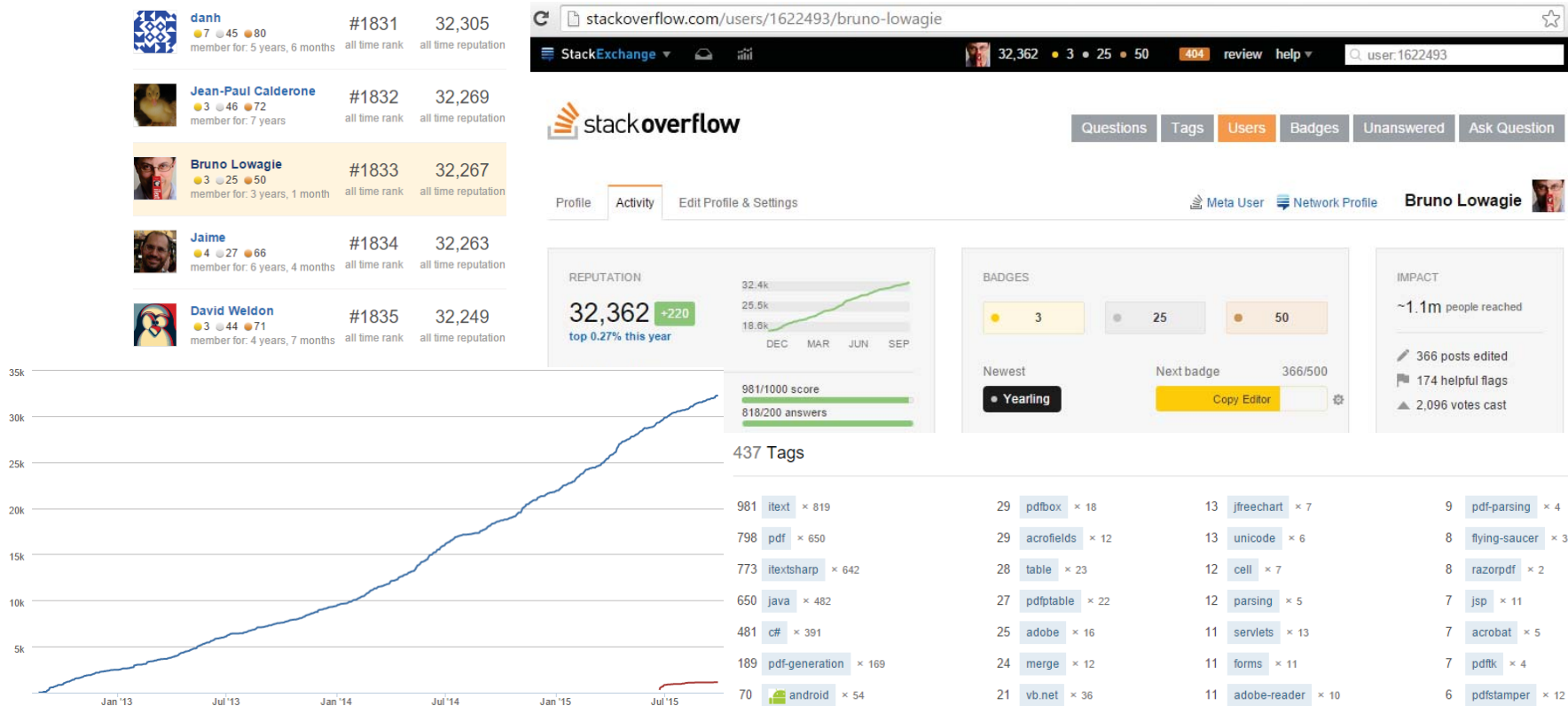
- 9.200 copies
- Approx. \$30K



## Donations



# Selling support



# Selling professional services

- ≡ Not scalable

- ≡ There are only so many hours in a day

- ≡ All time spent on a tailor-made application is time you don't spend on your product

- ≡ Are you really going to compete against these guys:



# When to use a permissive license?

Suppose that you're Amazon, Google, Facebook,...

**Then:** You want to use software and do whatever you want with it. You don't like GPL-style licenses, because those limit what you can do with the software. You may even have to *pay* for the software you're using! The horror!

In this case, it is in your best interest to brainwash developers into thinking that open source software should be free as in free beer, that the GPL is bad and that open source software should not be offered commercially. You'll sponsor the most radical zealots that are popular among developers looking for a role model. As a result, these developers will start producing software under a permissive license that you can use any way you want to.

Your task will be to make choices: to separate the wheat from the chaff. It is not your business to sell software:

- You are offering software as a service (e.g. Google)
- You have a totally different business that relies on software (e.g. Amazon)
- You sell closed source, proprietary products and you make a lot of money in professional services (e.g. RealDolmen)
- Your main business is ads; your users are your product (e.g. Facebook)

# Beware of “anti GPL” propaganda

Suppose that you want to be the next Amazon, Google, Facebook...

Then: Once you are successful enough in one of the above, you can afford giving away your software for free (as in free beer). As you have gained a monopoly, it doesn't matter if competitors can also use your software. If they are peers, they may improve the code and redistribute it, in which case you benefit too. If they are contenders just starting a new business, you either crush them (because your brand is king and your marketing budget is bigger) or buy them (and possibly kill them afterwards).

This is a great way to make money with open source software, but I see some disadvantages. The moment a large corporation decides that the value created by a project doesn't justify the investment, the “charity” will stop. Oracle [dropped GlassFish](#), IBM [backed away from Geronimo](#), Pivotal [left Groovy](#),... Only when disaster strikes (like was the case with Heartbleed), these companies suddenly start raising money to “save the developers.”

That's not a sustainable model for open source, is it?

I don't know if there are any numbers about this, but it wouldn't surprise me if you'd see that most of the software distributed under a permissive license is written by *employees* (people working for a large corporation), whereas most of the software distributed under a copyleft license is written by *entrepreneurs* (people owning or working for a small to medium-sized company).

I created an account just to upvote this answer. I was one of those taken in by the “Gpl is evil” propaganda, until I read this. Thanks for the great links & answer. – [Shantnu Tiwari Aug 19 at 12:54](#)

I still hate the viral nature of GPL (I've no business telling anyone what to do with code they wrote, just the code I wrote), but you've made me hate it in general a little bit less. Very nice answer. – [RubberDuck](#)

# The iText case: originally MPL/LGPL

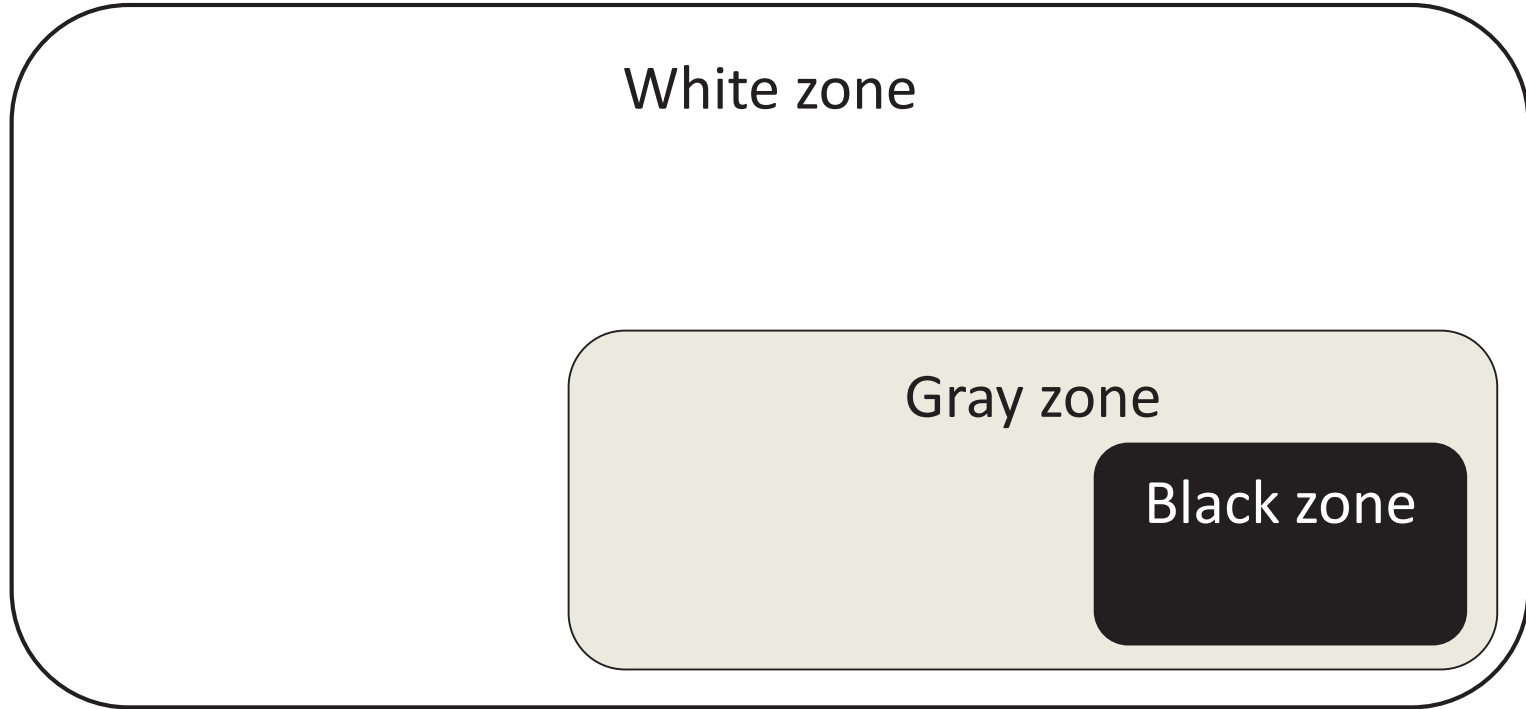
- ≡ Consent of owners is needed to change license
- ≡ Who wrote iText?
  - ≡ Started by one person in 1998
  - ≡ Another developer joined in 2000
  - ≡ From then on organic growth of the product: different contributors
- ≡ In 2006, iText is MPL/LGPL, but
  - ≡ Who is the owner of the code?
  - ≡ Who owns the intellectual property of the code?

# ≡ Intellectual Property

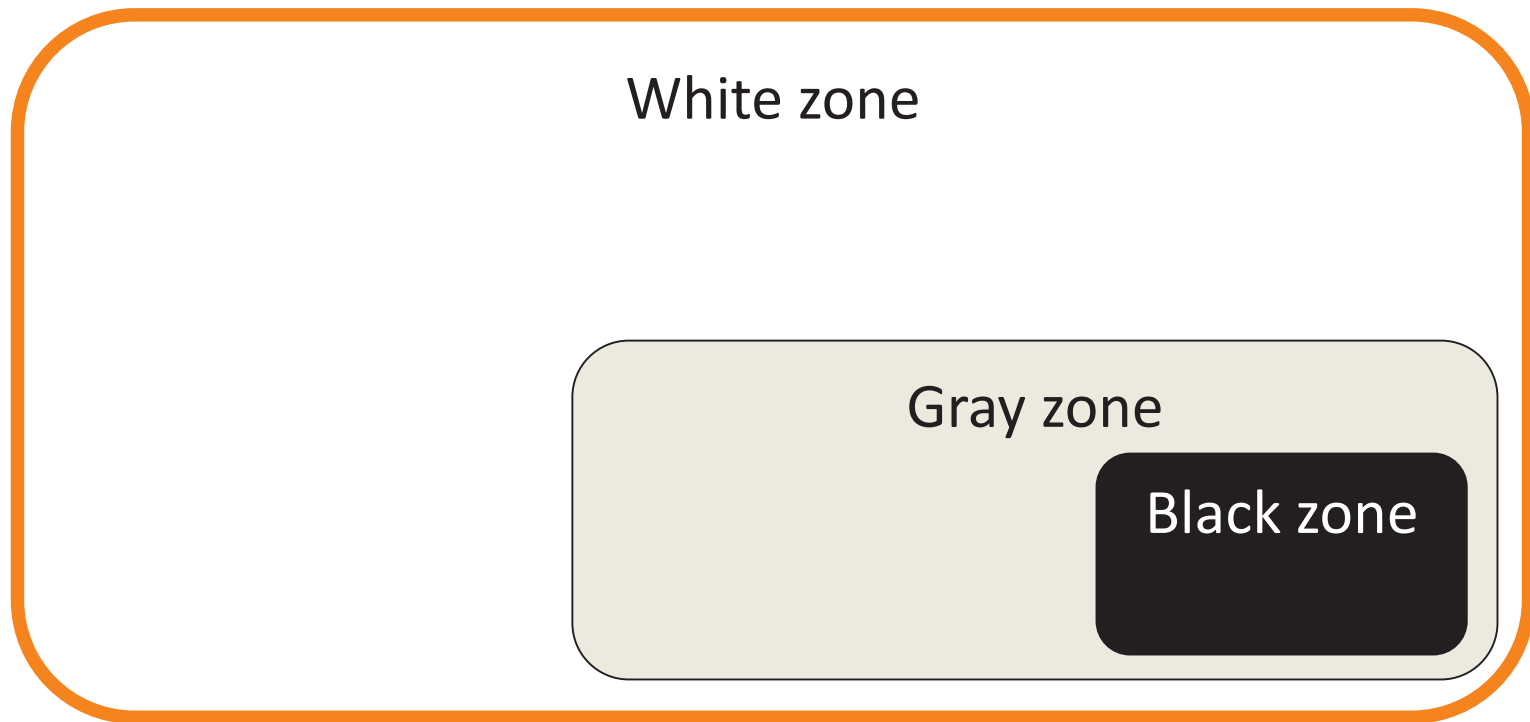
- Determining who owns the code
- Case study: who owns iText?



# A typical project



# The White Zone



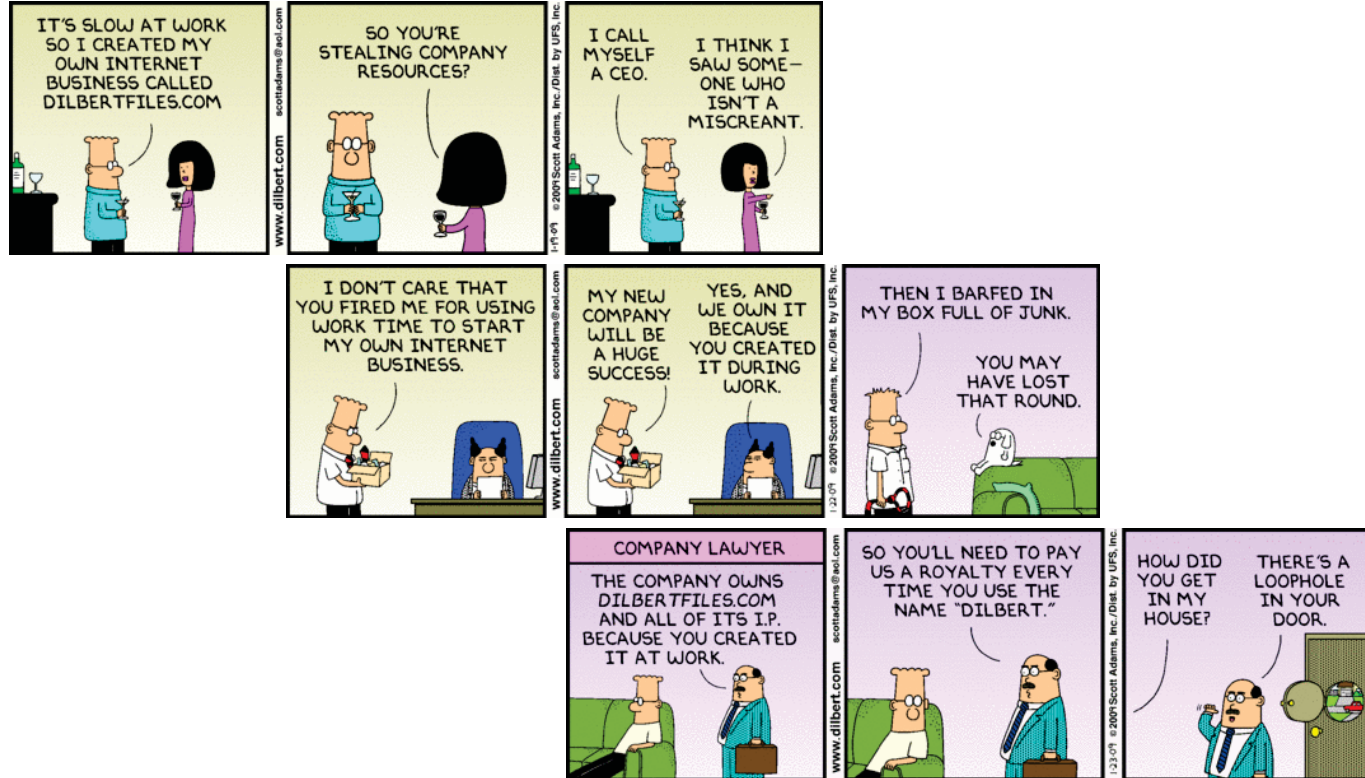
# The White Zone

## ≡ You have written the code yourself, but

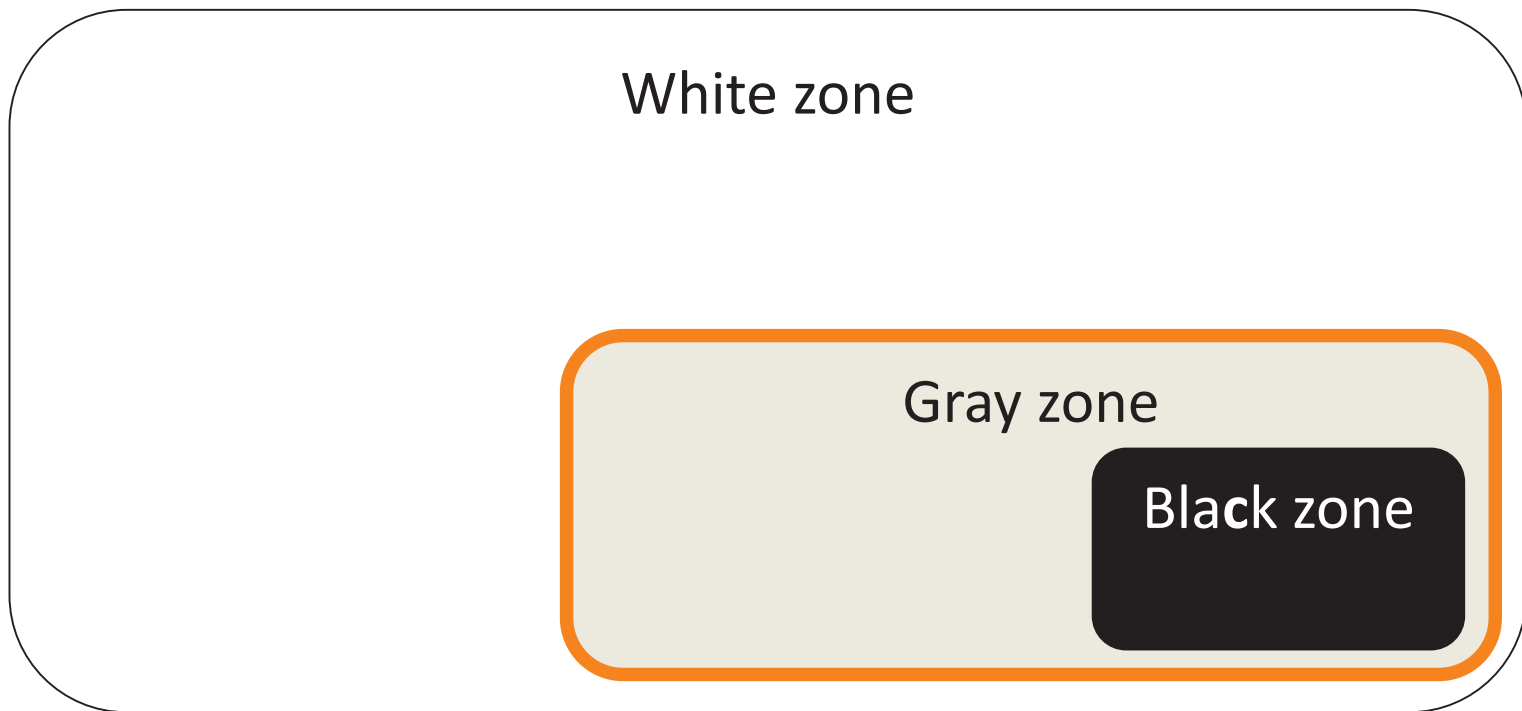
≡ What about your employer? Does your employer own (part of) the code? Do you have a formal agreement with your employer with respect to F/OSS?

≡ Where did you get your inspiration? IBM developers are forbidden to look at any code that is not formally approved by IBM's legal team. Good practice or burden?

# Employees and IP



# The Gray Zone



# The Gray Zone

## ≡ The code was contributed, but

- ≡ did the contributor agree with the license?
- ≡ did the contributor's employer agree?
- ≡ where did the contributor get his inspiration?

## ≡ The code is taken from another project, but

- ≡ are the licenses compatible?
- ≡ do you respect the other project's license?
- ≡ where did the other project get its code from?

# The Gray Zone

## ≡ Contributor License Agreements

- ≡ The Apache Foundation demands contributors and their employers to sign a CLA
- ≡ SUN used to demand contributors to sign an SCA from the moment contributions contained more than 20 lines of code

## ≡ Check License Compatibility

- ≡ Keep a detailed inventory of all F/OSS projects (subset / derivative work)



# License compatibility

**Your product: MPL**

**ASL**

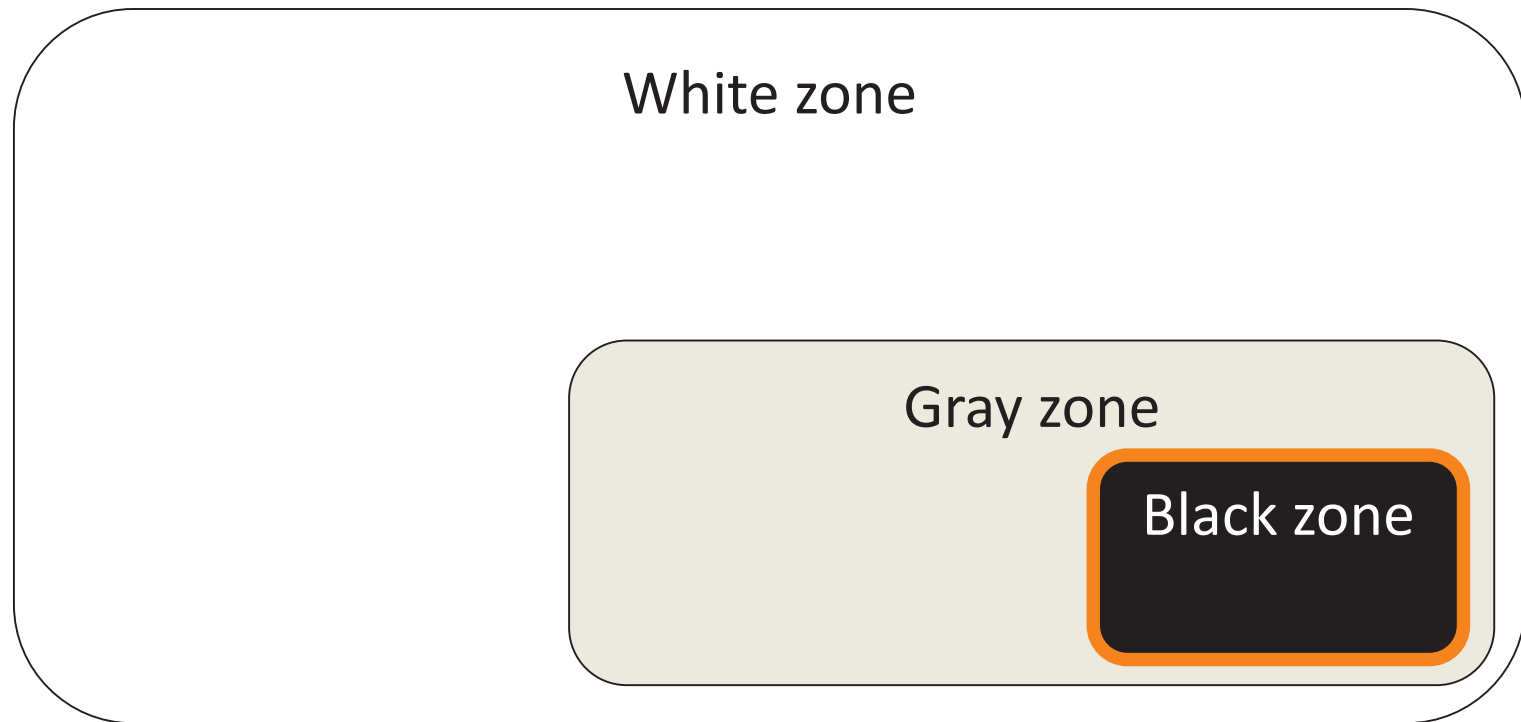


**Your product: MPL**

**GPL**



# The Black Zone



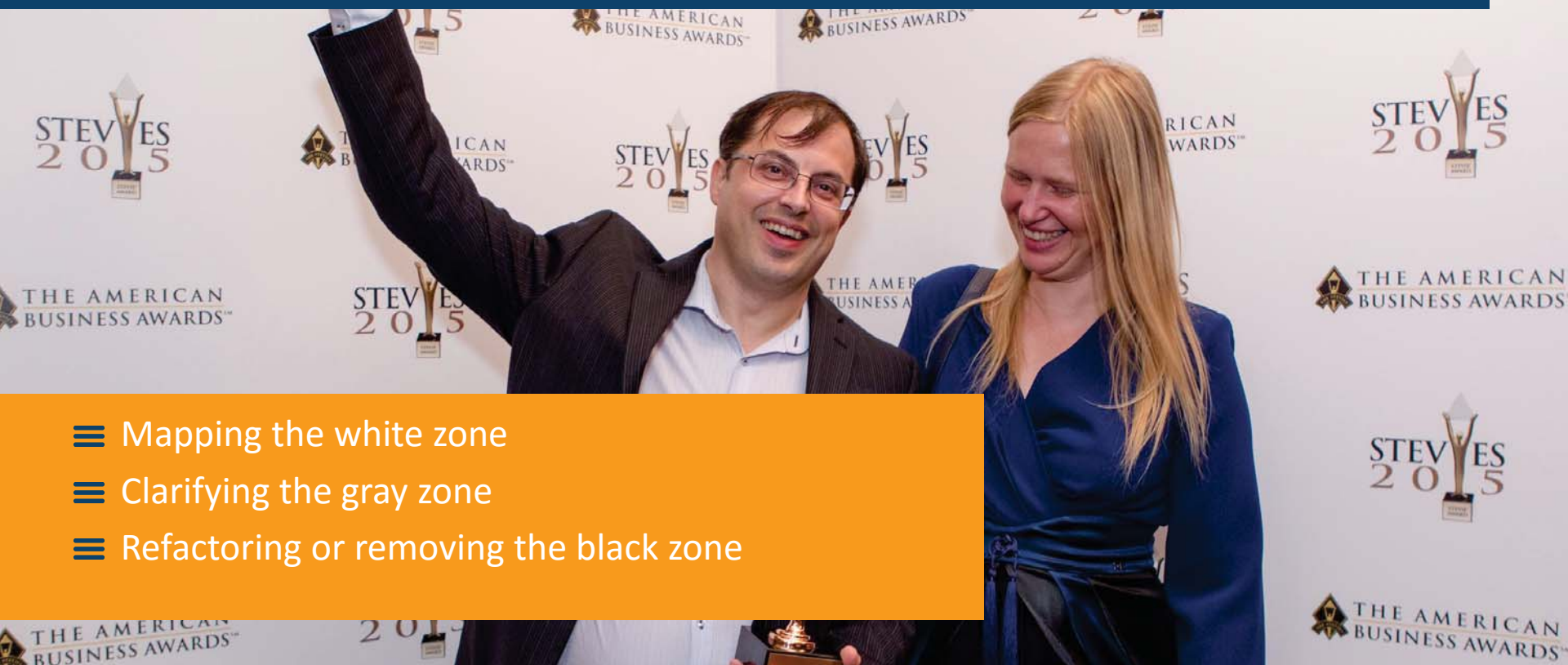
# The Black Zone

≡ Unfortunately, it may happen that you weren't allowed to use some specific code that is now part of your project.

≡ Possible solutions:

- Either you ask (and get!) permission, or
- You rewrite the code, or
- You remove the code.

# Who owns iText?



- ≡ Mapping the white zone
- ≡ Clarifying the gray zone
- ≡ Refactoring or removing the black zone

# Who was asking this question?

- ≡ July 2006: Eclipse Simultaneous Release

- ≡ “Callisto”; tested and approved by IBM

- ≡ Eclipse/BIRT (Actuate) is part of this release

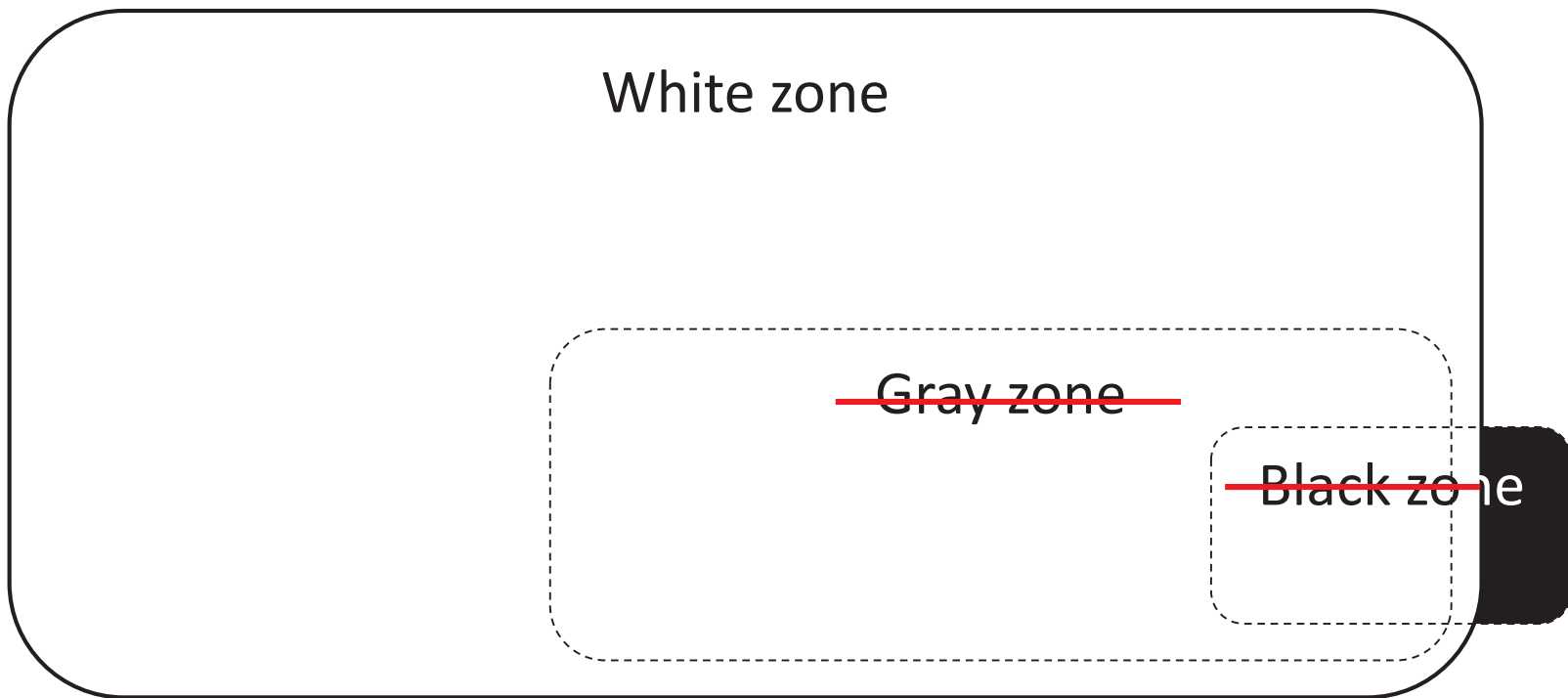
- ≡ Project led by Actuate

- ≡ iText is used in Eclipse/BIRT

- ≡ License MPL/LGPL: not acceptable for IBM

- ≡ Research agreement between Actuate and Ghent University with as deliverable: IP Review

# Turning Gray and Black into White





# In practice

- ≡ Source code was vetted by lawyers
- ≡ Source code was screened using software
- ≡ Weekly reports listing potential issues

# Examples

- ≡ Quick & Dirty XML parser
- ≡ RC4 Encryption
- ≡ ACME Inthashtable
- ≡ EPS functionality

# Issue 1: Quick&Dirty XML parser

≡ State machine to parse XML

≡ Source code taken from:

<http://www.javaworld.com/javaworld/javatips/jw-javatip128.html>

The screenshot shows the JavaWorld website interface. At the top is the 'JAWORLD' logo with the tagline 'SOLUTIONS FOR JAVA DEVELOPERS' and a search bar. A left sidebar contains a 'Research Centers' menu with links to 'Core Java', 'Enterprise Java' (which is expanded to show 'Ajax/RIA/Web 2.0', 'Architecture & Scalability', 'Enterprise Best Practices', 'Java & XML' (highlighted in red), 'Java Web Development', and 'Web Services & SOAs'), 'Mobile Java', and 'Tools & Methods'. The main content area features an article titled 'Java Tip 128: Create a quick-and-dirty XML parser' with the subtitle 'Parse valid XML using minimal code' and author 'By Steven R. Brandt, JavaWorld.com, 05/31/02'. Below the article title is a row of social sharing icons (Print, Email, Feedback, Resources, Discuss (1)) and another row of icons (RSS, Dribbble, GitHub, etc.). The article text begins with 'XML is a popular data format for several reasons: it is human readable, self-describing, and portable. Unfortunately, many Java-based XML parsers are very large; for example, Sun Microsystems' `jaxp.jar` and `parser.jar` libraries are 1.4 MB each. If you are running with limited memory (for example, in a J2ME (Java 2 Platform, Micro Edition) environment), or bandwidth is at a premium (for example, in an applet), using those large parsers might not be a viable solution.'

# Read the fine-print!



## Research Centers

Core Java

Enterprise Java

Mobile Java

Tools & Methods

JavaWorld Archives

## Site Resources

Featured Articles

News & Views

Community

Java Q&A

JW Blogs

Podcasts

Site Map

## Copyright, Permissions, Reprints, and Links

### Copyright

All contents of JavaWorld, including text, programs, applets, source code, and images are copyrighted and owned by the copyright holder specified, all rights reserved. No material may be reproduced electronically or in print without written permission.

### Permissions

Content derived from *JavaWorld* may be reproduced in print or displayed online and distributed, for free, in limited quantities for nonprofit, educational purposes with proper attribution. IDG retains the copyright for any such use. Any use of whole or partial *JavaWorld* content intended to endorse a product or for other commercial use must be approved by a *JavaWorld* editor. Requests will be acted on quickly. For any commercial reproduction of *JavaWorld* content, print or online, you must purchase a reprint.

All contents of JavaWorld, including text, programs, applets, source code, and images are copyrighted and owned by IDG or the copyright holder specified, all rights reserved. No material may be reproduced electronically or in print without written permission.

# Solution 1

- ≡ Write JavaWorld and author, get permission!
- ≡ There were many other places where license information was incomplete or missing.
- ≡ It must become your second nature to ask for permission and to document! document! document!

# Issue 2: RC4 encryption algorithm

## ≡ Names and variables referring to RC4

- ≡ RC4 was initially a trade secret, but in September 1994 a description of it was anonymously posted to the Cypherpunks mailing list.
- ≡ It was soon posted on the sci.crypt newsgroup, and from there to many sites on the Internet. Because the algorithm is known, it is no longer a trade secret.
- ≡ The name "RC4" is trademarked, however. The current status seems to be that "unofficial" implementations are legal, but cannot use the RC4 name.

# Solution 2

- ≡ RC4 is often referred to as "ARCFOUR" or "ARC4" (meaning Alleged RC4, because RSA has never officially released the algorithm), to avoid possible trademark problems.
- ≡ Change all class and variable names:
  - Don't use: RC4\_ENCRYPTION
  - Use: ARCFOUR\_ENCRYPTION



# Issue 3: Class IntHashtable

## ≡ Code take from ACME.com:

```
// This is 90% based on JavaSoft's java.util.Hashtable.  
// Visit the ACME Labs Java page for up-to-date versions  
// of this and other fine Java utilities:  
// http://www.acme.com/java/
```

- ≡ JavaSoft is a name used by Sun in the past in their Java activities.
- ≡ ACME indicates use of the class java.util.Hashtable which is subject to unfriendly Sun license
- ≡ It is unlikely that this code is available under a license that permits this use. Without information indicating that Sun approved of this usage the class should not be used.

# Solution 3

- ≡ Use the same class released by Apache under the ASL in Apache-Commons instead of the ACME class.



# Issue 4: EPS functionality

- ≡ Taken from an example released by SUN under a Sample License
- ≡ The Sample License allowed the use of the code, but...
- ≡ The source code contained this text:

```
/*  
 * Copyright 1998 by Sun Microsystems, Inc.,  
 * 901 San Antonio Road, Palo Alto, California,  
 * 94303, U.S.A. All rights reserved.  
 *  
 * This software is the confidential and proprietary  
 * information of Sun Microsystems, Inc.  
 * ("Confidential Information"). You shall not  
 * disclose such Confidential Information and shall  
 * use it only in accordance with the terms of the  
 * license agreement you entered into with Sun.  
 */
```

# Solution 4: remove the code

After a very long argument about the liberal Sample License versus the strict comment section (which was clearly overlooked at the moment the code was released to the public), the EPS functionality was removed from the iText code base.

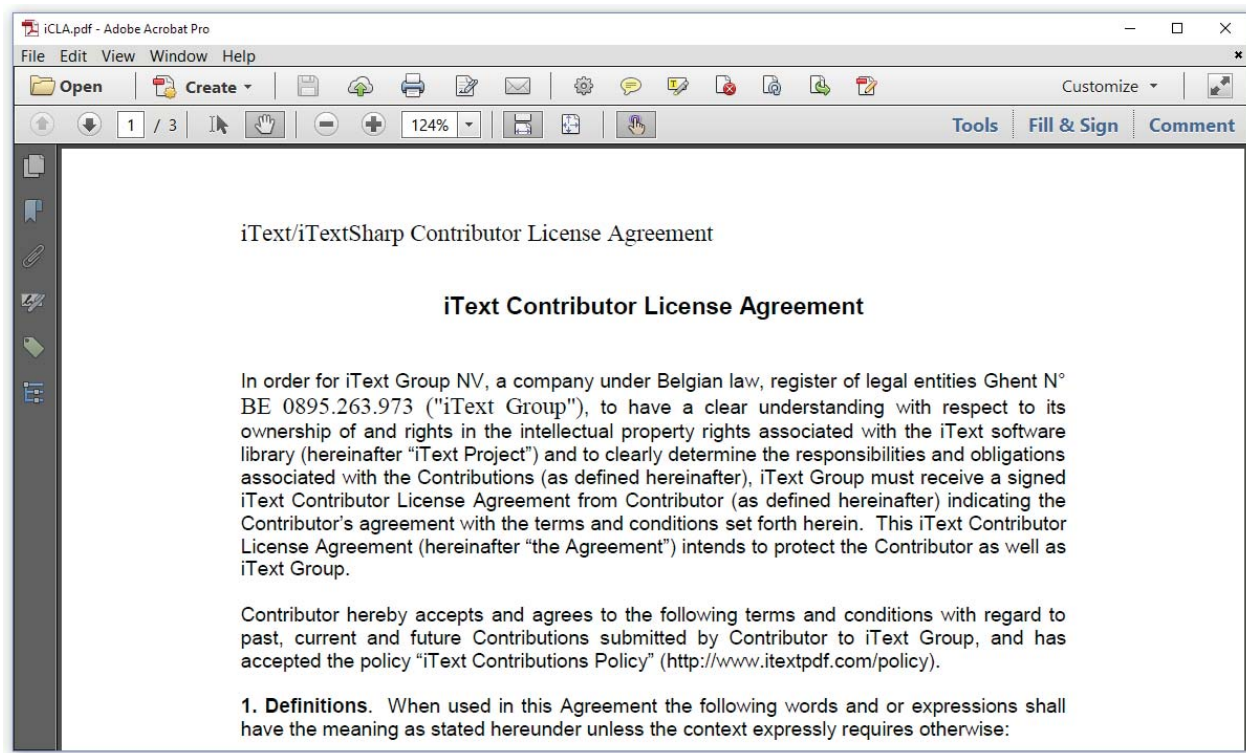
It's better to be safe than sorry...

# IP Review: result



- ≡ iText shipped with “Europa” simultaneous release
- ≡ No more doubts about ownership iText
- ≡ Transfer of IP to first iText company

# Contributor License Agreement



# Today: disciplined IP “book keeping”

## Core Development

Alexander Chingarev, Balder Van Camp, Bruno Lowagie, Denis Koleda, Emsel Ackermann, Eugene Markovskiy, Kevin Day, Mark Storer, Paulo Soares, Pavel Alaj, Raf Hens, Xavier Le Vourch

## Code Contributions

Aiken Sam, Antonio Iacono, Bernd Oliver Sunderhau, Carsten Hammer, Gerald Henson, Howard Shank, Jean-Philippe Gravel, Jeremy Bowman, Jim Moore, Karsten Klein, Kazuya Ujhara, Ken Dobson, Kevin Galligan, Leonard D. Rosenthal, Lubos Strapke, Mark Hall, Mark Thompson, Martin Brunecky, Michael Nedemmar, Nigel Kerr, Nunlitt Dag, Oren Manor, Palash Ray, Phillip Pan, Ryo Nakamura, Svan Toledo, Steffen Sunding, Steve Appleby, Thomas Bickel, Thorsten Seitz, Verle Van Belleghem, Ygal Blum, Zuo Weiming

## Minor feature contributions

Alexey Suchov, Armin Haberling, Bill Ensley, Christian Lauer, Craig Fleming, David Carmona Perez, David Hook, Eric Mattes, Federico Scala, Galo Gimenez, Geert Poels, Holger Plankermann, James Wu, Jeroen Nouns, John Heilerud, Jose Hurtado, Josselin Pujol, Lauri Lehtinen, Leonardo Padula, M. Smit, Mathieu Fortin, Matthias Germann, Michael Neuweiler, Michael Schierl, Michael Demy, Norman Richards, Peter Harvey, Philippe Laffamme, Ram Narayan, Samuli Tuomola, Steve Carrow, Takenori Sato, Thimo Seitz, Tim Newsom, Todd Bush, Ulrich Telle, Valentin Ts. Ivanov

## Suggestions / Minor bugfixes

Mexaan Nazam, Adam Read, Adauto Martins, Adriaan Peeters, Adrian Pronk, Alexandru Carstoiu, Alexs Pigeon, Andrea Vacondo, Andreas Ebbert-Karroum, Andrew Binstock, Annie (?) Antoine Blanc, Amaud Masson, Arshish Maneckji, Attila Szomor, August Detlefsen, Bart Hanssens, Benjamin Cabe, Benoît Wiat, Bruno Waes, Bryan Anderson, Bullo (?) Calvin Lee, Carl Freeland, Carsten Siedentop, Cesar Jz, Chris Nölsbeerg, Christian Schrade, Christoph Wagner, Christopher A. Pietro, Christopher MacKenzie, Cory Lewis, Daniel Marczonczyk, Daniel Urbe, Danox, Darryl Miles, David Freels, David Teran, Dirk Weigenand, Edgar Leonardo Prieto Penilla, Emmanuel Deviller, Eoin Mallin, Evelyn De Cordier, Felix Pahl, Feng Dihai, Finn Bock, Francesco Di Minto, François Gravel, Frank Heindörfer, Fucutush, Gabriel Erzse, Gavin Disney, Gerald Fehring, Gilles Mazoyer, Gregor Köfer, Gylfi Ingvalson, Hans Oesterholt, Hansjörg Oppermann, Igor Sherbakov, Ivan Farikas, Ivan Gregor, Jan Sorby, Janis Achenbach, Jason McGrath, Jason Rock, Jeff Kelm, Jeremy Torbert, Jesse Barnum, Joachim Eyrich, Joakim Sandström, John Englar, John Hammen, Jonas Neukomm, Jonathan Abbey, Jose (gnv), Jose A. Rodriguez, Jochen Vroomen, Jürgen Lust, Jurij Blas, Karen Vardanyan, Katja Söndermann, Keith Okamoto, Ken Auer, Ken Geis, Kevin Knowlden, Klaus Martini, Kris Raney, Kurt Huwig, Les Hughes, Leslie Baski, Lidong Liu, Lorenz Maierhofer, Luke, Maarten Coene, Marc Campforts, Marcus Thiesen, Mario Dapp, Mario Maccarini, Mark Nelson, Martin Palmann, Martin Sievers, Matt Benson, Medhat Saleh, Mich Tessler, Michael Klinik, Mike Liston, Miroslav Gregan, Mustapha Saeed, Nils Meier, Pascal Leclercq, Patrick Valsocchi, Paul Jones, Paul Kenley, Paul Williams, Paul Borodulin, Peter Severin, Piotr Rogowski, Rafael Cornejo Triglio, Raffaele Gambelli, Raffi Haysler, Raul Wegmann, Ray Burks, Ray Ramos, Renaud Michel, Reza Nasiri, Régis Ramillien, Ricardo Coutinho, Robert Engels, Robert Esterer, Robert Mueller, Robert Simpson, Rodolphe Cardon, Sam Gibson, Samuel Gabriel, Scott Dietrich, Seung Hyun Park, Sid Steward, Stan Banash, Stefan Santesson, Stephan Pelikan, Steve Gyzek, Steven Reynolds, T. Jungblut, Tim Burt, Tim Mothershead, timmo3, Todd Chandler, Tony Coppinger, Tony Stevens, Vu Ngoc Tan, W. Trevor King, Wang Xusheng, Werner Daehn, Yu Gan

## Other projects

Adobe Systems Inc., Apache Software Foundation, Ben Litchfield, Carlos Villegas, Daniel Switkin, Doug Felt, Free Software Foundation Inc., Heinz Kabutz, IBM, Ken Borgendale, Mark James, Mozilla.org, ReportLab, Robert Harder, Rod Smith, Sam Leffer, Satou Takabayashi, Sean Owen, Silicon Graphics, Inc., Steven Brandt, SUN, The Legion of the Bouncy Castle, Unicode Consortium, Wikipedia, William Rucklidge

## ACKNOWLEDGMENTS: COM/ITEXPDF/TEXT/PDF/PDFNAME.JAVA

### GENERAL INFORMATION

This class can be found in the following jar:

itext-core.jar

In package:

com.itextpdf.text.pdf

API docs of the current version:

- Javadoc API

Added to the CVS/SVN repository on:

2000-12-02

Acknowledgements

Bruno Lowagie

Bruno is the original developer of this class. The class was written in 1999, before the library was in CVS.

This class is updated very regularly by Bruno and Paulo because it contains a list of static final PdfName objects that are defined in the PDF Reference Manual.

Paulo Soares

This class is updated very regularly by Bruno and Paulo because it contains a list of static final PdfName objects that are defined in the PDF Reference Manual.

Some changes were also made concerning the way a PdfName is created; Paulo added code to deal with hexadecimal characters; Bruno and Paulo also discussed a way to accept names that are too long (according to the PDF Specifications), Paulo implemented the solution (May 2006).

Christian Lauer

He suggested removing a performance killer in the compareTo method (Augustus 2001)

Leonard D. Rosenthal

Added one extra key for PDF packages (COLLECTION)

Bernd Oliver Sunderhau

Code clean-up

Mark Storer

Caching names + adding extra names.

Alexander Chingarev

Added a couple of names.

W. Trevor King

Suggested to add a key for utf-8

Denis Koleda

Added some keys

Eugene Markovskiy

Added some keys

## ACKNOWLEDGMENTS: ALEXANDER CHINGAREV

Category

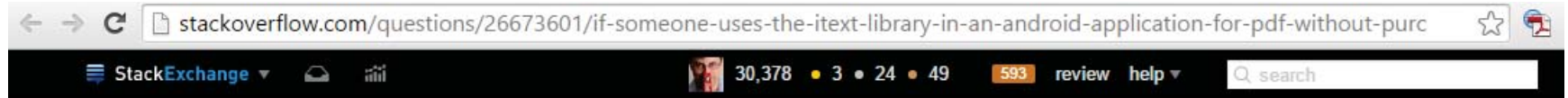
registered in the category "Core Development"

Class files

- [\[core\] com/itextpdf/text/AccessibleElementId.java](#) Alexander introduced this class.
- [\[core\] com/itextpdf/text/ListBody.java](#) Added in the context of tagged PDF
- [\[core\] com/itextpdf/text/ListLabel.java](#) Added in the context of tagged PDF
- [\[core\] com/itextpdf/text/pdf/PdfArtifact.java](#) Introduced by Alexander
- [\[core\] com/itextpdf/text/pdf/PdfIsoConformanceException.java](#) Alexander separated the PDF/A functionality from iText core
- [\[core\] com/itextpdf/text/pdf/PdfName.java](#) Added a couple of names.
- [\[core\] com/itextpdf/text/pdf/PdfNameTree.java](#) Implemented the fix suggested by Jason Rock.
- [\[core\] com/itextpdf/text/pdf/PdfPTableBody.java](#) Added in the context of tagged PDF
- [\[core\] com/itextpdf/text/pdf/PdfPTableFooter.java](#) Added in the context of Tagged PDF
- [\[core\] com/itextpdf/text/pdf/PdfPTableHeader.java](#) Added in the context of tagged PDF
- [\[core\] com/itextpdf/text/pdf/PdfUnicodeWriter.java](#) Alexander separated the PDF/A functionality from iText core
- [\[core\] com/itextpdf/text/pdf/interfaces/IAccessibleElement.java](#) Added in the context of tagged PDF
- [\[core\] com/itextpdf/text/pdf/interfaces/IAlternateDescription.java](#) Introduced by Alexander
- [\[core\] com/itextpdf/text/pdf/interfaces/PdfIsoConformance.java](#) Alexander separated the PDF/A functionality from iText core
- [\[core\] com/itextpdf/text/pdf/interfaces/PdfXConformance.java](#) Alexander separated the PDF/A functionality from iText core
- [\[core\] com/itextpdf/text/pdf/internal/PdfIsoKeys.java](#) Alexander separated the PDF/A functionality from iText core
- [\[core\] com/itextpdf/text/pdf/internal/PdfXConformanceImp.java](#) Alexander separated the PDF/A functionality from iText core
- [\[pdfa\] com/itextpdf/text/pdf/PdfAConformanceException.java](#) Alexander separated the PDF/A functionality from iText core



# Copyright infringements



Questions Tags Users Badges Unanswered Ask Question

If someone uses the iText library in an android application for PDF without purchasing license, how will iText know he did that?



3



Since he will not be releasing the source code how will they know he used their library? how could they take legal action against him? Again I am not planning in doing this. I was just curious.

android itext

share edit close flag unprotect

edited Jun 16 at 0:01



CommonsWare

483k 52 1090 1146

asked Oct 31 '14 at 11:26



Shiva

21 2

asked 8 months ago

viewed 180 times

active 1 month ago

Featured on Meta

☐ Upcoming login changes

# Step 1: Go to bailiff

## Document the infringement:



LOKET EN ADMINISTRATIE  
Kortrijksesteenweg 1038  
9051 Sint-Denijs-Westrem (Gent)

Standplaats te 9900 Eeklo, Rose 220

T +32 9 385 50 97  
F +32 9 385 64 59  
E info@gdw-gent.be  
W www.gdw-gent.be

KANTOORUREN  
Ma. t.e.m. don.: 8u30 - 12u30 / 13u30 - 18u30  
Vrijdag tot 17u00

DERDENREK: Belfius 068 2510380-47  
IBAN BE22 0682 5103 8047 BIC GKCCBEBB

GDW-GENT BV o/v B.V.B.A.  
(BTW BE 0808.505.886)

DOSSIERNUMMER : 15ADV08161



### PROCES-VERBAAL VAN VASTSTELLING

Heden, twaalf juni tweeduizendvijftien,

June 12, 2015

#### OP VERZOEK VAN :

de NV ITEXT GROUP, met ondernemingsnummer 0895.263.973 en met zetel gevestigd te 9040 GENT / SINT-AMANDSBERG, Adolf Baeyensstraat 121,

Aangezien verzoeker een programma genaamd 'iTextSharp' geschreven heeft, en dit programma dient om PDF documenten aan te maken en te bewerken,

# Step 2: send a Cease and desist

June 16, 2015 Declaration to cease and desist under penalty of a fine

Each of the signatories herewith undertakes vis-à-vis of ITEXT GROUP NV, with registered office at 9040 Sint-Amandsberg (Belgium), A. Baeyensstraat 121 (ITEXT)

1. to immediately cease and desist from offering and/or selling any software or part of a software which contains or refers to code of any version of the .NET PDF library iTextSharp ("iTextSharp") without either fully complying with the version 3 GNU AFFERO GENERAL PUBLIC LICENSE ("AGPL") or purchasing adequate commercial licenses from ITEXT
2. to pay a contractual penalty of € 5,001.- to ITEXT for each culpable breach of the obligation set out above (item 1.);
3. to disclose to ITEXT (to attention of attorney-at-law Timothy Van de Gehuchte, CVBA Portelio Advocaten, Rijsenbergstraat 148, 9000 Gent, Belgium) by 30<sup>th</sup> June 2015 (date of reception) in writing, a complete and detailed list of customers and prospective customers that have acquired a license or have informed about the terms for acquiring a license on [REDACTED] or any other software incorporating iTextSharp, including a copy of all offers and/or invoices sent to customers or prospective customers;

Dear Mr. Van de Gehuchte,

June 30, 2015

today your letter arrived in our office regarding the itext copyright infringement. Since we the 30th of June we cannot answer your letter in time.

We have to check with the programmer whether your allegation is correct. Due to holidays to do this immediately. We will answer all your points till 15th of July.

# Step 3: go to court

Heuking Kühn Lüer Wojtek • Magnusstraße 13 • 50672 Köln

**Vorab per Fax: 0221 477 3333**

Landgericht Köln  
Luxemburger Straße 101  
50922 Köln

Dr. Lutz M. Keppeler  
Rechtsanwalt

T +49 221 20 52-436  
F +49 221 20 52-1  
l.keppeler@heuking.de

Assistentin:  
Renate Sturch  
r.sturch@heuking.de

Magnusstraße 13  
50672 Köln  
www.heuking.de

Bitte stets angeben:  
AktNr.: 50809-15/5147/vm

Köln, 08.07.2015

## Antrag auf Erlass einer einstweiligen Verfügung

der ITEX GROUP NV, vert.d.d. Vorstände Ingeborg Wilaert und Bruno Lowagie,  
AdolfBaeyensstraat 121, 9040 Gent (Sint-Amandsberg), Belgium

– Antragstellerin –

Verfahrensbevollmächtigte: Heuking Kühn Lüer Wojtek, Magnusstraße 13, 50672 Köln

gegen

CEW & PARTNERS

ASSOCIATION D'AVOCATS ■ ADVOCATEN ASSOCIATIE ■ LAW FIRM

July 8, 2015

## Versicherung an Eides statt

Der Unterzeichner: Marius Michael Emil Ottmar Schneider, Rechtsanwalt.

zugelassen in B  
in Ulm am 26. J  
belehrt über di  
eidesstattlichen  
belgisches Urhel

Eidesstattliche Versicherung	Affidavit
Über die Strafbarkeit einer auch fahrlässig falsch abgegebenen eidesstattlichen Versicherung belehrt, versichere ich, Bruno Lowagie, Teilhaber und Vorstand der iText Group NV, <b>Baeyensstraat 121, 9040 Sint-Amandsberg, Belgium</b> , geb. am <b>June 10, 1970</b> , zur Vorlage bei Gericht Folgendes an Eides Statt:	Informed of the penalties of false and negligently discharged affidavit, as the Chief Executive Officer of iText Group NV, I, Bruno Lowagie, <b>Baeyensstraat 121, 9040 Sint-Amandsberg, Belgium</b> , born on <b>June 10, 1970</b> , declare for submission to the court under oath the following:
I. Bezüglich der Nutzungsrechte an der Software iText und iTextSharp gebe ich folgende Auskunft:	I. Regarding the patrimonial rights in the Software iText and iTextSharp I give the following Information:
1. Wie bereits in dem der vorangegangenen eidesstattlichen Versicherung vom 07.07.2015, gesagt, habe ich im Jahr 2000 mit der Entwicklung der PDF-Bibliothek für Java begonnen, die unter dem Namen iText bekannt ist. Als Vorstand von iText Group NV bin ich verantwortlich für die Entwicklung von	1. As I mentioned in my affidavit from July 07, 2015, I started in 2000 with the development of the PDF library for Java known as iText and as the current CEO of iText Group NV, I am also responsible for the development of iTextSharp for .NET.

# Step 4: Get confirmation from court

July 17, 2015

14 O 184/15

Beglaubigte Abschrift



Landgericht Köln

**Beschluss**

In dem einstweiligen Verfügungsverfahren

der ITEXT GROUP NV, vertr.d.d.Vorstände Ingeborg Wilaert u. Bruno Lowagie,  
AdolfBaeyenstraat 121, 9040 Gent (Sint-Amandsberg), Belgien,

Antragstellerin,

HEUKING KÖHN LÖR WOJTEK <i>EB</i>						
oA	17. Juli 2015					mA
1	2	3	4	5	m/o	
					Anl.	

Den Antragsgegnern wird unter Androhung eines Ordnungsgeldes bis zu 250.000,00 € und für den Fall, dass dieses nicht beigetrieben werden kann, der Ordnungshaft oder der Ordnungshaft bis zu sechs Monaten, für jeden Fall der Zuwiderhandlung

verboten,

ohne Zustimmung der Antragstellerin eine Software zu vertreiben und/oder vertreiben zu lassen, in welche die PDF- Bibliothek iTextSharp ganz oder teilweise integriert wurde, die geschehen durch die Software

# Step 5: Get confirmation from abuser

August 27, 2015

## 1. Abschlussschreiben

Namens und kraft Vollmacht unserer Mandanten, [REDACTED]  
[REDACTED] erklären wir hiermit, dass  
diese die einstweilige Beschlussverfügung des Landgerichts Köln vom  
21.07.2015, Az.: 14 O 184/15, als endgültige materiell verbindliche Regelung gleichwirkend einem Hauptsachetitel unter Verzicht auf alle Rechtsmittel, die auch im Falle eines rechtskräftigen Hauptsachetitels ausgeschlossen wären, anerkennen.

# Is this the way we make customers?

- ≡ Of course not!
  - ≡ We are ethical people, but we expect users to be ethical too!
  - ≡ We prefer a friendly negotiation over a trial before a court
  - ≡ You don't make customers by adopting a punitive approach
- ≡ On the other hand, we can't afford being abused...
  - ≡ ... so we have to set an example once in a while!
  - ≡ Why should we tolerate blatant abuse?
- ≡ The courts are there to help you
  - ≡ Case solved in about 2 months
  - ≡ All costs paid for by the party that lost the case





# Trademarks

Register your brand name

Register your logo

# Unregistered vs Registered Trademark

- ≡ You don't need to register your trademark if you want to add <sup>TM</sup> to your brand name.
- ≡ Your brand name needs to be registered with the USPTO before you can add <sup>®</sup>
- ≡ Registration isn't always easy:
  - "I TEXT" is descriptive: "I send an SMS"
  - USPTO and BBIE could be convinced that iText was sufficiently distinctive
  - OHIM didn't agree (IMO, they were too lazy to read our arguments)
- ≡ You can register your logo as a Trademark

# Registered Trademark

tes2.uspto.gov/bin/showfield?f=doc&state=4803:7rjtuo.2.4

TSDR ASSIGN Status TTAB Status ( Use the "Back" button of the Internet Browser to return to TESS)

## iText

Word Mark	ITEXT
Goods and Services	IC 009. US 021 023 026 036 038. G & S: Software to create and modify electronic documents. FIRST USE: 20000214. FIRST USE IN COMMERCE: 20000214
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77910731
Filing Date	January 13, 2010
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	November 30, 2010
Registration Number	3918709
Registration Date	February 15, 2011
Owner	(REGISTRANT) 1T3XT BVBA CORPORATION BELGIUM Adolf Baeyensstraat 121 Sint-Amandsberg BELGIUM BE-9040
Attorney of Record	John Berryhill
Type of Mark	TRADEMARK
Register	PRINCIPAL-2(F)
Live/Dead Indicator	LIVE

TESS HOME NEW USER STRUCTURED FREE FORM BROWSE DICT SEARCH OG TOP HELP PREV LIST CURR LIST NEXT LIST FIRST DOC PREV DOC NEXT DOC LAST DOC

**Patent**

**Trademark**

**Register**

**Registration of International  
Patents and Trademarks**

ODM ref. P.O. Box 445,461 49 Bona, Canku Republici - 427000.

[www.patentoffice.rs.gov](http://www.patentoffice.rs.gov)  
ODM

173X7 RUSA  
ADOLF BAEYENSSTRAAT 121  
3040 ENST AMANDSBERG  
BELGIUM

1127100

Registration Number: 19318709  
Published: 15.02.2011

International Class:  
9

**Trade-Servicemarks:**

**iText**

Psn	Subject	Curr.	Amount
1	Charge of registration	USD	2.692,50
2	Extra charge	USD	0,30
3	Value-added tax	USD	0,30
4	Total due	USD	2.692,58

Please pay the amount above, on acceptance, within  
5 days by wire transfer or cheque!

**By Bank Transfer**

Amount Total: USD 2.692,50  
Beneficiary: ODM s.r.l.  
Bank name: UNICREDITBANK  
IBAN: BG42 1111 0000 0066 2525 3005  
BIC/SWIFT: UNCRBGB3  
Account: BG60 2605 0501 1111  
Bank address: Banovska 10A, SK 813 33 Bratislava

**Payment Methods**

**By Cheque**


Amount Total: USD 2.692,50  
Beneficiary: ODM s.r.l.  
Address: P.O.Box 26  
A-1143 Vienna, Austria

**Registration of the International Trademark**

Dear reader, and to:

By the publication of the public registration of your patent in the basis of our office. We offer the registration of your Patent data in our private Database. The Registration describes following data: Country code, publication number, filing number, publication date, international application number, international patent classification, inventor and applicant. Our offer will be accepted with the payment of the amount, and becomes a binding contract between you and ODM at, it is irrevocable on legally binding for one year. Please notice that the private registration hasn't any connection with the publication of official registration, and is not a registration by the government organization, and we haven't any business relation yet. This offer for registration is not an invoice but a solicitation without obligation to pay, unless an offer is accepted. All further details are indicated in our General Terms and Business Conditions enclosed. Please check the data, and inform us about mistakes and modifications. ODM

OFFER




**RPT a.s.**  
P.O. Box 58  
831 06 Bratislava

**Register of International Patents  
and Trademarks**  
WIPO

---

**RPT a.s. P.O. Box 58, SK 831 06 Bratislava 35**

**173XT BVBA**  
**AOLU BAERYENSTRAAT 121**  
**8300 SINT-AMANDUS**  
**BELGIUM**



173XT BVBA

JUTY-01

**Trade Mark**

---

**Reg. Nr.:** 3918709

**Published:** 15.02.2011

**Int. Cl.:** 9

iText

---

**Registration of International Trademarks**

<b>Subject</b>	
Change of registration	
Delta charge	
Value added tax	
<b>Total due</b>	

<b>Curr. Amount</b>	
USD 2962.50	
USD 0.00	
USD 0.00	
<b>USD 2962.50</b>	

**By Cheque**

Amount Total: USD 2962.50

Beneficiary: RPT a.s.

P.O. Box 58

831 06 Bratislava, Slovak Republic

**Please pay the amount above,  
on acceptance, within 15 days  
by wire transfer or cheque!**

**Payment Methods**

**By Bank Transfer**

Amount Total: USD 2962.50

Beneficiary: RPT s.r.o.

Bank name: VOR a.s.

IBAN: SK182000000000284273759

BIC/SWIFT: SUBASBXX

Account no.: 2824273759

Bank address: Mlynske Nivy 1, 825 90 Bratislava

Dear Customer,

please be the description of your Trademark. We offer to include your Trademark in our private International Service and Trademark Directory, please inform that this registration has not any connection with the presentation of official registrations, and is not a registration by a government's organization. You confirm this offer by returning the amount and in doing so, you confirm that the wording of the entry proposed by our services and entered here is correct. We have not any business relation with this. This is not a fee. This is a contribution. You are ordered by our obligation to pay the amount stated below, unless you accept the offer. Please see notice of our general terms of trade attached. Any requests for amendments and additions are to be made in writing. Sincerely RPT s.r.o.

**WDTP**

Worldwide Database of Trademarks and Patents  
www.wdtp.eu

**Registration of the International Trademark**

+ 3 1 8 7 0 9

TXST BYVA  
ADOLF BAENSSENSTRAAT 12  
SINT-AMANDSBERG BE 9040  
BELGIUM

**Registration Number:**

3.118.709

**Published:**

2011-02-13

**International Class:**

Int. Cl. 9

**Trade-Service-mark:**

**iText**

**Registration of the International Trademark**

Offer Number: RC 10 / 00 194810

Dear Customer  
The registration includes neither the response to the significant objections raised to the office of the United States Patent and Trademark Office (USPTO), nor the protest of any third party raised against the application of the right to the trademark. This form is the offer of our company for the annual registration of your business or design mark or the identification of your services in our internal database. Applicant in the sense of the provision § 273 para. 1 of the law no. 513/1991 Coll., Commercial Code, accepts this notice of Provider to the concluding of the contractual relationship by the execution of the non-cash settlement of the annual registration prior to the account of Provider. By the settlement of the given Applicant agrees that the contractual relationship shall be governed by the company general terms of business, specified on the second page of this application; the issues not modified by these terms shall be governed by the law no. 513/1991 Coll., Commercial Code. By the acceptance of this notice Applicant hereby declares to herewith bind itself with the General Terms of Business and to read them; Furthermore, he declares to agree with their wording.

Pos.	Subject	Curr.	Amount
1	Filing Fee	EUR	1,629.00
2	Additional Fee	EUR	0.00
3	<b>Total Filing Fee</b>	<b>EUR</b>	<b>1,629.00</b>

**Payment Methods:**

**By Wire Transfer:**

Amount: EUR 1,629.00  
Beneficiary: WDTP s.r.o.  
Bank name: Tetra Banka, a.s.  
IBAN: SK34 1100 0000 0029 2385 0619  
BIC/SWIFT: TATRSKCH  
Account no.: 2623850619  
Bank address: Hodzovo Namestie 3, 811 06 Bratislava, Slovak Republic

**By Cheque:**

Beneficiary: WDTP s.r.o.  
Address: P.O. BOX 173  
601 00 Brno  
Czech Republic

Please pay the Amount, within 8 days after the wire transfer or cheque! Don't forget to quote the Registration Number!

In case of payment EU-members please also quote the value added identification number (VAT reversed).

WDTP s.r.o., Bratislava 1957, 120 00 Praha, Czech republic

3.118.709



# Software Patents

Why companies use patents

To patent or not to patent?

# Why write a patent?

- To prevent others to copy your invention
- To trade: “You can use mine if I can use yours”
- To enforce a standard
- To create value for your company

# Use patent to enforce standards

## Adobe Patent Clarification Notice: Reading and writing PDF files

Adobe has a number of patents covering technology that is disclosed in the Portable Document Format (PDF) Specification, version 1.3 and later, as documented in PDF Reference and associated Technical Notes (the "Specification"). Adobe desires to promote the use of PDF for information interchange among diverse products and applications. Accordingly, the following patents are licensed on a royalty-free, nonexclusive basis for the term of each patent and for the sole purpose of developing software that produces, consumes, and interprets PDF files that are compliant with the Specification:

### U.S. Patent Numbers:

- 5,634,064
- 5,737,599
- 5,781,785
- 5,819,301
- 6,028,583
- 6,289,364
- 6,421,460

[http://partners.adobe.com/public/developer/support/topic\\_legal\\_notices.html](http://partners.adobe.com/public/developer/support/topic_legal_notices.html)

**Most important words:**  
**“compliant with the Specification”**

ISO



In addition, the following patent is licensed on a royalty-free, nonexclusive basis for its term and for the sole purpose of developing software that produces PDF files that are compliant with the Specification (specifically excluding, however, software that consumes and/or interprets PDF files):

### U.S. Patent Number:

- 5,860,074

# Open Source versus patents

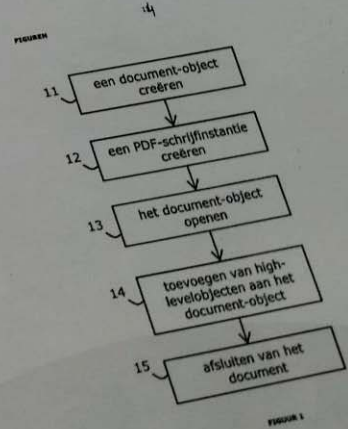
**economie**  
FOD Economie, KMO, Middenstand &  
Energie  
Dienst voor de Intellectuele Eigendom

UITVINDINGSOCTROOI

Voorrangsdatum :  
Internationale classificatie : G06F 17/22  
Aanvraagnummer : 2013/0356  
Indieningsdatum : 21/05/2013  
Houder :

iText Group NV  
9040, SINT-AMANDSBERG  
België

BE 2013/0356 COMPUTER-GEÏMPLANTEERDE  
WERKWIJZE, SYSTEEM EN  
COMPUTERPROGRAMMAPRODUCT VOOR HET  
CREEREN VAN EEN PDF- DOCUMENT  
UITTREKSEL In een eerste aspect heeft de  
onderhavige uitvinding betrekking op een computer-  
geïmplementeerde werkwijze voor het creëren van een  
PDF-document. In een tweede aspect betreft dit een  
systeem voor het creëren van een PDF-document. In  
een derde aspect betreft de onderhavige uitvinding  
een computerprogramma product voor het creëren van  
een PDF-document. 2013/0356



- ≡ Open source is a means to prevent others to patent
- ≡ You can not patent source code
- ≡ You can patent software mechanisms



# Questions?

