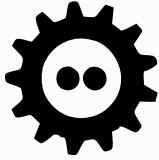


WHO

- Carlo Piana, Array
- Fabio Pietrosanti, Hermes Center
- Giovanni Battista Gallus, Array
- Alberto Pianon, Array



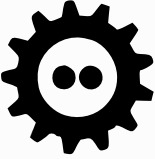
HERMES CENTER

NGO starting **Globaleaks**, whistleblowing application.

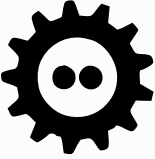
- AGPL v.3 licensed
- Working with Transparency International
- Also with national anticorruption authorities (including Italian **ANAC**)



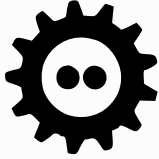
PHASE 1: CREATING A VERSION OF GLOBALEAKS UP TO REQUIREMENTS BY ANAC



PHASE 2: PROCUREMENT TO SUPPORT OUR SOFTWARE

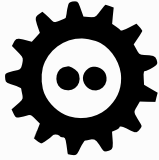


PHASE 3: PUBLICATION NOT AS WE EXPECTED



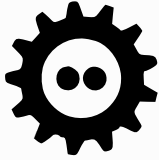
OPENWHISTLEBLOWING PUBLISHED ON GITHUB REPO

- AGPL v.3
- Additional requirements (reasonable legal notice) under Sec. 7(b)
- Handing over control of the repo



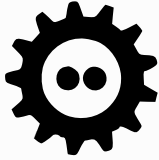
A DERIVED VERSION IS PUBLISHED IN 2019

- EUPL licensed (?)
- Legal notices removed
- Missing source code
- Adopted as is



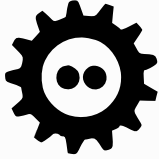
AN AMICABLE APPROACH

- Several letters and explanations (Feb 19)
- Response claiming no infringement (Mar 19)
- No curation → Notified termination of AGPL, Sec. 8 (Apr 19)
- Relicensed under vanilla AGPL (Sep 19)



IN COURT

- Application for injunction under copyright law
- Desist from non compliant publication
- Penalty for any day of non compliance after injunction
- Publication on website and reaching out to downstream adopter known to Anac



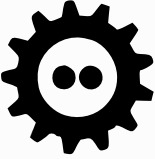
THE OTHER PARTY'S CLAIM

- No infringement
- EUPL is compatible
- We have complied with AGPL anyway
- We have published full source code
- No objection on AGPL being binding

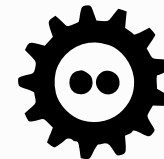


DISCUSSION (UNDER COVID CONSTRAINTS...)

- Meanwhile, after our rebuttal, corresponding code was finally published
- 90% restored compliance
- Offered to quit proceedings if they did the extra 10%
- No damages, no recovery of legal fees, joint press release



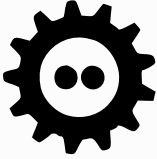
LESSON LEARNED



1ST LESSON: INSUFFICIENT EDUCATION

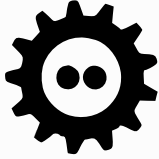
And that's an euphemism

- “EURL is compatible” without any mention if inbound, outbound, both, what?
- After a blog (non official) claiming so (official documentation is rather clear and accurate)



2ND LESSON: LACK OF KNOWLEDGE OF WHAT MINIFICATION IS

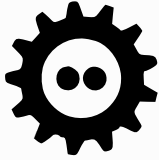
Care of Alberto



HERMES' CLAIM ABOUT JAVASCRIPT MINIFIED CODE

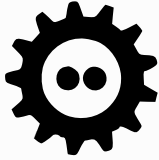
Distribution of javascript code of OpenWhistleblowing frontend:

- just like served
- minified in some parts
- all concatenated into a single huge file



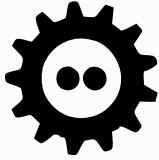
According to the defendant:

- still a source code distribution
- compliant with AGPL



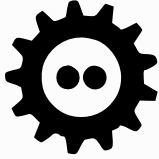
According to the plaintiff (Hermes):

- the AGPL definition of “source code” is different: *“the preferred form for making modifications to the code”*
- concatenated/minified js code is not “source code”



INTERPRETED LANGUAGES VS. COMPILED LANGUAGES

- interpreted languages: immediately executed as such
- compiled languages: object code vs. source code
- there is no “object code” in interpreted languages (like javascript)



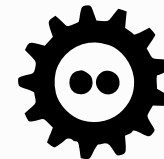
SO, WAS THE DEFENDANT RIGHT?

- **yes**: whatever transformation you make, with javascript you always end up with source code
- or **no**? does this hold also in the legal field?



JAVASCRIPT CODE CAN BE MINIFIED

```
function getUserData(userId) {  
  // comment: return data of the user identified by userId  
  user = getUser(userId);  
  return [user.surname, user.name, user.tax_code ];  
}
```



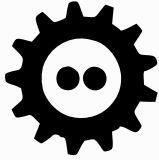
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}
```

minified code:

```
function p(q){r=a(q);return [r.e,r.f,r.g];}
```

it's incomprehensible!

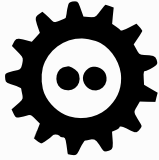


SO, AGAIN, THE DEFENDANT WAS RIGHT?

```
function p(q){r=a(q);return [r.e,r.f,r.g];}
```

technically speaking:

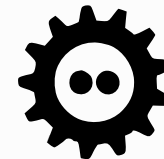
- is that source code? yes, it needs to be interpreted
- is that object code? no, object code does not exist in javascript



SO, AGAIN, THE DEFENDANT WAS RIGHT?

[A|L]GPL, sec.1:

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

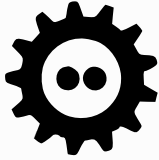


SO, AGAIN, THE DEFENDANT WAS RIGHT?

```
function p(q){r=a(q);return [r.e,r.f,r.g];}
```

legally speaking:

- is that source code? no, it's not the preferred form for making modifications
- is that object code? yes, because any non-source form of a work (in the GPL sense) *is* object code (always in the GPL sense)



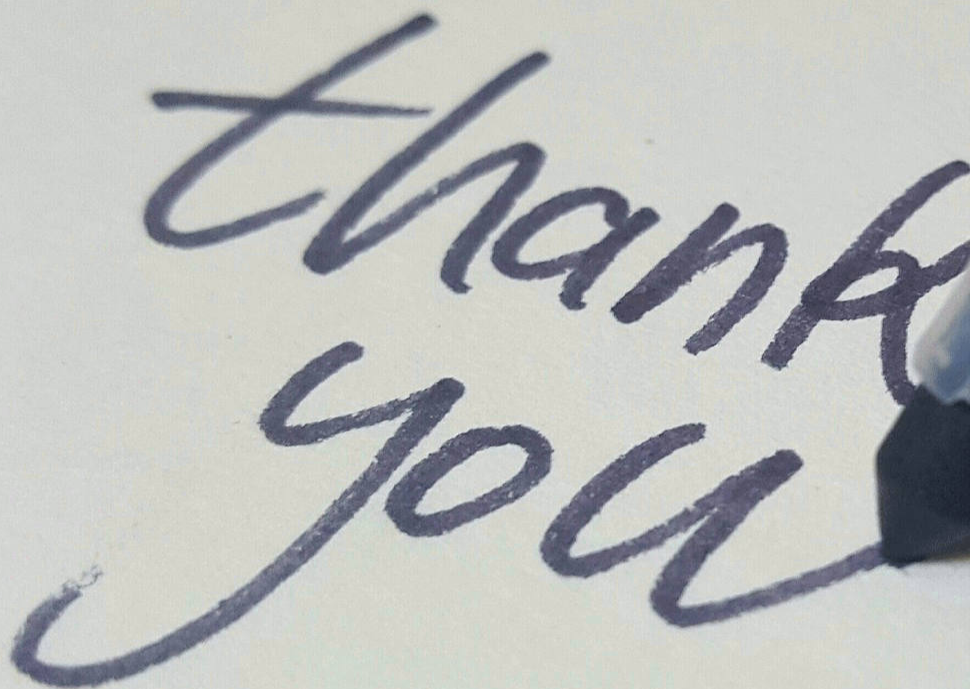
THE FINAL QUESTION

Does distribution of JS code only in minified form violate the GPL?

- YES, I'm not providing the full source code!
- it's a cleancut statement by the GPL, no room for interpretation
- also the defendant had to admit that, eventually



3RD LESSON: EVIDENCE OF TIME (LACK THEREOF)

A close-up photograph of a blue marker writing the words "thank you" in a cursive script on a white surface. The marker is positioned at the end of the word "you", with its tip touching the paper. The lighting is soft, creating a slight shadow of the marker on the surface to the right.

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