
Subject: Licensing question

Posted by [TCB](#) on Tue, 07 Feb 2006 16:24:16 GMT

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I posted this to Spectrasonics-users and I'm cross posting it here in case anyone is interested.

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This is mostly a direct Eric/Spectra question but I thought I would post it to the list. There is (yet another probably the billionth or so) flame war in the free software community about the GPL3. I'm a card carrying libertarian free software zealot--who, as a punishment for crimes committed in a previous life, make most of my living running Windows servers--so I've been following it. For a fairly non-geeky synopsis check out this link.

http://www.theregister.co.uk/2006/02/06/torvalds_gpl_analysis/

And just in case you think this stuff has nothing to do with you, your websites probably run Apache, your email mailing lists probably run Mailman, and your ecommerce shopping cart almost certainly was written using Perl or PHP, all of which are core free software projects licensed under the GPL or something very similar. All of us who use the web or email in any mission critical way are in some way piggybacking on the free software movement, whether we know it or not.

Now then, I don't agree with everything Linus says in the current argument about GPL3, and I think he has a history of being as unwilling to consider philosophical problems as Richard Stallman (the main man behind the FSF) is unwilling to consider some practical problems, but one thing Linus said that struck home with me was that in his opinion the place to fight the DRM war is with content. Once there is lots of good content out there using some kind of non-restrictive content license, those licenses will gain some traction in the real world as an alternative to the usual "dupe this CD for your neighbor and I'll throw your booty in jail" license we see on CDs now.

All of which dovetails with the fact that I'm planning on releasing some new music of my own in the fairly near future. I was going to just copyright it and send it out into the wild via BitTorrent because I've long since given up on making any money from my music. However, I decided that maybe I could use this as a way to get some other people to think about these issues by using a free content license. Those licenses work much like the GPL works for software, it grants the user the right to listen, copy, and redistribute as they wish. Some deny commercial use, some don't. Some grant the right of users to modify the work some don't, and so on.

I'm planning on using a license that does not allow commercial use, and does allow others to modify the work with the condition that they allow similar modifications on their derivative work. So my Eric/Spectra question is that I assume if I'm allowed to sell a song I make with Atmosphere I'm also allowed to give it away. On the other extreme I assume I'm not allowed to let other people re-use a bare RMX beat. However, how about a pad I make with an Atmosphere patch? Or a beat I program using one Spectra shaker sample and the rest from my own sample library?

I realize I'm asking pretty obscure questions, but one of the reasons I'm doing this is to specifically "get the licensing right," and that means both making my decisions about how I license my material _and_ respecting the licenses I agreed to by using Spectra (and other) products. Since I think Eric and Co. are especially aware of these sorts of things I thought I would ask for some guidance here.

Thanks,

TCB

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