

The two licenses are at:

[www.rosenlaw.com/OSL3.0.htm](http://www.rosenlaw.com/OSL3.0.htm)

[www.rosenlaw.com/AFL3.0.htm](http://www.rosenlaw.com/AFL3.0.htm)

The only significant difference between the two licenses is in their sections 1(c), which read as follows:

OSL § 1(c): to distribute or communicate copies of the Original Work and Derivative Works to the public, with the proviso that copies of Original Work or Derivative Works that You distribute or communicate shall be licensed under this Open Software License;

AFL § 1(c): to distribute or communicate copies of the Original Work and Derivative Works to the public, under any license of your choice that does not contradict the terms and conditions, including Licensor's reserved rights and remedies, in this Academic Free License;

Even though these are two licenses, they do not contribute to license proliferation because they use the same language throughout to accomplish their goals. OSL 3.0 is a reciprocal license; AFL 3.0 is an academic license.

The redlined comparison between OSL 3.0 and AFL 3.0 is at [www.rosenlaw.com/AFL3.0-redlined.pdf](http://www.rosenlaw.com/AFL3.0-redlined.pdf).

Since OSL 3.0 and AFL 3.0 are essentially the same, I describe below the major differences between OSL 3.0 and its predecessor, version 2.1. The newer license has been internationalized, with substantial help and suggestions from lawyers and software experts in many countries, and clarified with many suggestions by colleagues on license-discuss and privately. Thanks!

Initial paragraph:

- Changed the license version number.

Section 1: Grant of Copyright License

- Expressly authorizes copies of the Original Work in collective works.
- Expressly defines Derivative Works consistently with copyright law.

NOTE: Only the listed activities ("translate, adapt, alter, transform, modify, or arrange") create derivative works.

"Linking" does not create a derivative work.

This license operates like the LGPL, MPL, CDDL, and many other reciprocal licenses (but with greater clarity and precision regarding derivative works);

it doesn't operate like the current GPL version 2.

- The duration of the grant acknowledges that copyrights expire.

Section 2: Grant of Patent License

- The grant now includes the right to "have made" and "import".
- The duration of the grant acknowledges that patents expire.

Section 3: Grant of Source Code License

- There is no longer a requirement to notice the location of the source code.

Section 8: Limitation of Liability

- Simplified the language to conform to international practice.

Section 9: Acceptance and Termination

- Clarified assent provisions to conform to international practice.
- Expressly provide for "fair use" and "fair dealing".
- Eliminated references to U.S. law.

Section 11: Jurisdiction, Venue and Governing Law

- Eliminated references to U.S. law.

Section 16: Modification of This License

- This new section authorizes derivative works of this license.

NOTE: This should promote license consistency; I hope it doesn't lead to license proliferation.

All changes in OSL 3.0, including typographical corrections and language simplification, are shown in the redlined comparison between OSL 3.0 and OSL 2.1: [www.rosenlaw.com/OSL3.0-redlined.pdf](http://www.rosenlaw.com/OSL3.0-redlined.pdf).