

# On Software Rights

It takes a lot of work to design and create good software. When it's finished, it can be copied more exactly than any copy machine can, and shared for the cost of the media alone - a few cents. In the early days of personal computers, software makers created several ways of protecting their investment. They included encrypted program disks, hardware 'dongles' with embedded codes, and reference codes buried in bulky documentation (which was much harder to copy than the program itself). It usually took a few weeks - sometimes a few months - for 'pirates' to defeat all these 'copy protection' methods.

Currently, the recording industry is resisting almost any form of music accessible through the Internet - whether it is legal, illegal, or lawfully neutral. Napster has gotten a lot of press for distributing copyrighted music, but the truth is that people are distributing the music. It just so happens that distributing copyrighted music on Napster was as easy as distributing non-copyrighted music. Less understandable is industry resistance to services that confirm you own the CD before making the music available to the customer who has paid for the album.

Copy protection schemes have been eliminated by most software makers - but not just because they could be circumvented. They were eliminated because they impeded fair use of the software by the legitimate purchasers. When users started buying software that didn't treat them like criminals, restrictive copy protection practices were dropped for most consumer software.

The recording industry has developed a music encoding system for copy protection, and is attempting to sell music services on the Internet using this encoded music. Destined to relive history, the recording industry is discovering that customers don't want to purchase music that's encrypted to prevent fair and legal use of the music (it's difficult or impossible to copy this music to your portable mp3 player, for example). Fair and legal use includes being able to listen to my album at home, at work and on the road - and to make a copy of my album in case the original gets damaged.

I personally realized the pain of copyright infringement about twenty years ago. The firm I worked for had created prototypes for a chain of shops across the country. The deal with the client included a small square foot fee per storefront to build from the prototypical plans.

After several months of apparent inactivity from this particular client, our office received a call from a contractor in New Jersey with questions about our plans - at a store site we were unaware of. It quickly became clear that our high-profile client with national exposure was stiffing us.

That was when I stopped 'borrowing' 'free' software. It occurred to me that, as an AEC professional selling my service I was in the same boat as those selling software.

We seem to be experiencing deja vu all over again. Microsoft's new version of Office has several new features, but most seem to be in the area of software locking and creating a more steady revenue stream for Microsoft. Early testers have found that after installing the software on a test machine (and then wiping the machine clean of all software for further testing), they were unable to reinstall the software on another machine without running a telephone gauntlet with Microsoft to get a new license key.

Some office suites are free (notably, StarOffice) and some allow any single user to have a copy of their software installed on both laptop and desktop - as long as only one copy is used at a time for each license owned (WordPerfect, for example). Microsoft has always required a

Now I do more programming than architectural design, but I still produce a product and want to be fairly compensated for my work. What is a fair and equitable system of copy protection?

I prefer the 'screen of shame' method for business software. A license key which is mathematically linked to the name of the registering company or user (and the license count) allows the user to reinstall the software

separate license (and a separate upgrade purchase) for each computer the software is installed on. It's hard to justify the continuing costs of using Microsoft Office when you follow the terms of the license agreement.

Now, Microsoft is going to enforce it's long-standing licensing agreement (which is good) by using intrusive copy protection which hinders it's legal use (which is bad). I'm hoping that several things will come out of this. First, that more firms will begin to take software licensing seriously. Second, that realizing the cost of Microsoft's restrictive licensing will make firms consider other more rational options. Third, that Microsoft will respond by making it less difficult to reinstall it's software legally. Fourth, that Microsoft will ultimately reconsider it's restrictive licensing agreement to bring it more in line with it's 'competitors'.

on a new hard drive or a new machine without restriction. If the user gives away their license key and software, they know that their company name will appear on every copy - advertising their morals and assuring traceability.

Since Microsoft Office XP offers little benefit over past versions for most users (with the possible exception of it's SharePoint Team Services - which can be a fabulous collaboration tool in the right environment), perhaps it will be awhile before the licensing kimchi hits the fan.

How do you monitor software licensing at your site? How do you plan to respond to Microsoft's new licensing methods?

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