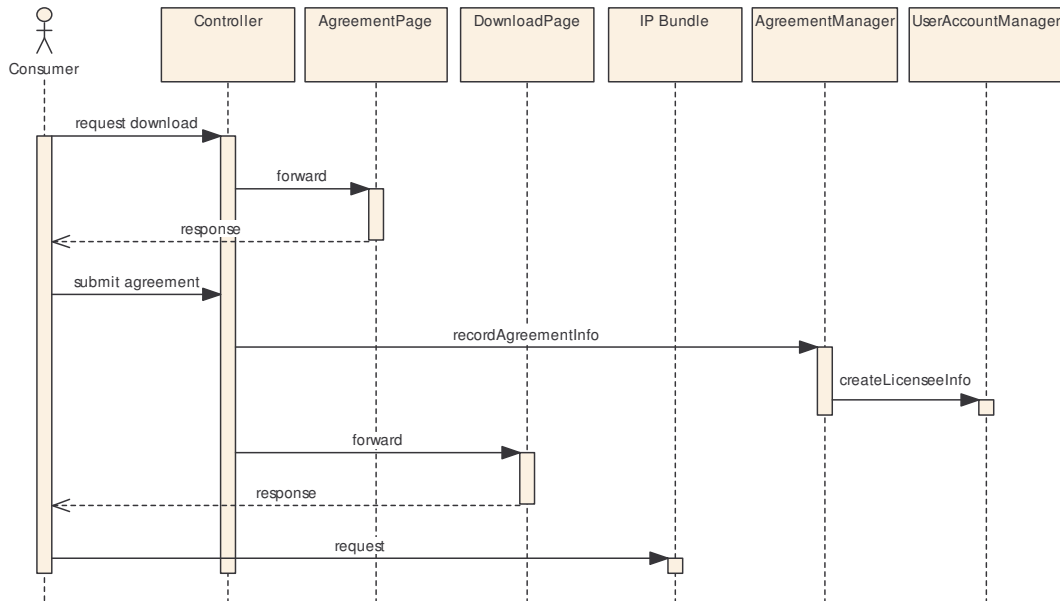


Intellectual Property Distribution Facility

Puts a legal layer between consumers and your intellectual property, and distributes it to those that comply with your agreements.



Background

Businesses want to use their Web site to distribute intellectual property (IP). IP may be anything from software to documents; whatever sensitive information can be downloaded. As a protection to their ingenuity and hard work, businesses want to make certain that those desiring to obtain their IP first agree to comply with their legal conditions for usage. Once the consuming party agrees to the terms, the business allows them to obtain the IP in an expeditious manner.

Note: I am not an Intellectual Property lawyer. The information provided in this pattern is purely for technical purposes. The information should not be viewed as an attempt to provide legal counsel. Readers should obtain legal counsel to determine the approaches they will actually use, which admittedly may be none that are offered here. In this pattern I offer no suggestions as to the wording or terms of legal agreements.

Value and Benefits

We could force consumers to “apply” for our wares, send them a form, have them sign it and FAX it back to us, and then we would send them the IP. But if we did that we would be back in the 1980s, which would mean we all would be using 80286s or 68000s. And none of us want that, again! The point: doing business that way is archaic in most cases, and is of little or not benefit to most businesses or consumers.

The value to the consumer is getting what they want quickly. The value to the business is that they fulfill both the customers' interests and protect themselves at the same time. Software licenses and other IP protection are still marginally successful at best. Thus, it is unlikely that sending consumers through more hoops will really provide better protection. However, in the end the business must determine whether or not having an IP distribution facility will really work.

Putting It to Work

First your Web site needs to provide a link of some kind that will lead consumers to your "IP Bundle" (I call whatever IP is sought legally by the consumer the "IP Bundle"). Your site may provide one, a few, or many such IP Bundles. Your links could be located on a single page as a collection. In such cases you would probably offer a well advertised downloads area on your home page or on a standard navigation bar. If your IP is more focused and weaved through your Web site, then specific pages would contain the links.

When the user selects the link to the IP Bundle, you do not immediately provide the download to them. First you display a Web page that contains whatever legal agreement is appropriate for the particular IP Bundle. It may be a standard license agreement or another kind. Since your IP Bundle is being offered online it can be downloaded from virtually anywhere in the world. In that case it may be appropriate to filter those who are from a particular nation. The business may ultimately fail to prevent a banned nation/group/person from downloading sensitive software. After all, IP addresses can be spoofed, and do we really expect a deviant or terrorist to truthfully answer the following kind of question?

☐ I am not a citizen of . . . , or any country to which the United States has prohibited export.

However, making this part of the legal agreement may help indemnify the offering organization. Of course, very sensitive IP, such as certain security systems/algorithms, may not legally be offered as downloads.

The legal agreement may be accepted or rejected by the consumer using a simple HTML form. There are two basic styles of agreement acceptance:

Agree	Disagree
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☒ Agree ☐ Disagree

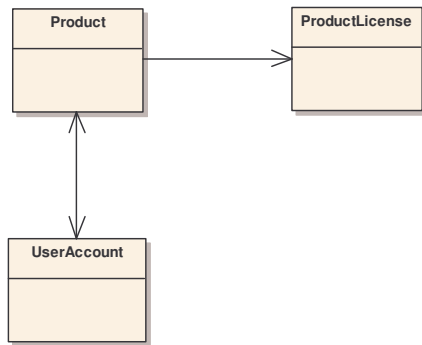
Continue

While this may seem to be a small difference, the first approach requires less effort to accept than the second. Note that in the second example neither option, Agree or Disagree, are default selections. The consumer must purposely toggle one or the other, and then click Continue. In a legal case the consumer may have more trouble defending that they did not realize they were agreeing to legal conditions if they had to navigate past the second style. So one approach may be more suitable than the other,

rather than simply being a matter of aesthetics. However, the business should contact IP legal counsel regarding these strategies. Ultimately it is the justice system, not a pattern author that makes such determinations.

Functionally both of these presentation styles accomplish the same things. If the consumer does not accept with the legal agreement, they are returned to the page that brought them to the legal agreement without downloading the IP Bundle. If the consumer accepts the legal agreement, they are then permitted to download the IP Bundle.

If you are requiring a consumer to agree with certain conditions, it is important to record the fact that they accepted them. Doing so requires two preconditions and one additional step. The preconditions are that the consumer is known to the business, having registered, and also that they are signed on. The additional step records the consumer's acceptance in their *User Account (page #)*. The *IP Distribution Facility* may also record the consumer's acceptance in product-specific store. The use of an association between the two logical objects is recommended.



The IP Bundle may begin to be downloaded immediately after recording acceptance, or another page may display with the actual download links on it. Having a separate download page is useful when there is a variety download options (e.g., for software it could be different language versions and/or support for various operating systems).

Online Services

The focus has been on downloaded IP. This pattern is also appropriate for online services that do not require the consumer to download or install anything on their client workstation. All the above steps would be performed before allowing the consumer to access the online services.

License Keys

If the consumer has purchased a licensed product, or if they are downloading a time-limited evaluation edition, you may need to embed a special license key in the IP Bundle before it is downloaded. If you are distributing an archive file such as a ZIP file or a Java JAR file (which is the same as a ZIP file), you may insert a license key file into the archive before it is downloaded. You may first need to retrieve a license key from a data source, or generate one on the fly. In either case you should make record of the license key information in the *User Account (page #)* as well.

Client-Side Installation

Your business may decide to distribute a legal agreement with the client-side installation (setup) program. When the installation is run, one of the first things the user sees is the legal agreement, which must be accepted before the IP Bundle is installed.

The primary agreement step on the Web site should not be replaced in favor of this one. It makes sense to also place the agreement in the client-side installation. But providing the agreement in front of the download process allows your business to make record of the acceptance for the primary contact. The additional client-side installation agreement forces everyone who installs the IP Bundle to accept the agreement. This is a plus if you have a single downloader and multiple installers.

For the same reason you may want to include online registration of the software as a convenience to the person installing the IP Bundle. Doing so accomplishes two things for the business:

1. All users are known to the business
2. You may use the individuals' registration information for confirming that support should be provided and for alerting them of updates

There is also another angle to automatic registration. For software products, the client-side installation process may automatically report back to the business the fact that the IP Bundle was installed on a specific machine. The business may use this information to detect abuse of the legal agreement, especially if the terms stipulate that the IP Bundle may not be installed on more workstations than were paid for (node locked). Or if the legal agreement allows many to install but only a set number to run the software, the software can lock out additional users (floating license).

Warning: This also provides a means for business to extort fees out of consumers who unwittingly over install the software. Rather than simply warning the installer that they are about to break legal terms and allowing them to be honest, the copy protection scheme turns into the mafia. The next thing you know you receive a phone call demanding 'pay up!' I do not suggest using such approaches but stress *buyers beware*. When your workstation is connected to the Internet you probably have far less privacy than you think.

Consequences

There are some competing forces that may require consideration before using this pattern.

- ***Unnecessary for Open Source Software:*** The server-side part of the facility may be viewed as a nuisance to open source software consumers. Generally open source software users check to see what license agreement is provided for the software before they download it. It is generally a good idea to place the open source license agreement in a file that will be installed with the software. If you put a license in the consumer's way of downloading you might get some bad press. However, if you are offering commercial open source software, you may decide that this pattern is a good fit for your business. But that may be true only if the agreement is used to stipulate the terms of paid-for services rather than the software itself.

Related Patterns

The following are patterns that may be used in conjunction with this pattern.

- *User Account (page #)*: If you plan to make record of the consumer's acceptance of the agreement, then you should save it in the user's account.