

## Re: Jin Chess Client Software

July 13th, 2006

To: IChessU and Mr. Alexander Rabinovich.

Via email: shura2@netvision.net.il

Ref: Your response, dated July 12, 2006.

Dear sirs,

I am writing this response solely in the hopes that litigation can be avoided, although I am fully prepared to take whatever legal measures are available at my disposal to enforce my copyright of Jin. Because the reason behind your violation of my copyright, I believe, is a misunderstanding of either the GPL or the current state of events, I would like to ask you to read this letter with an open mind and at least accept the possibility that the misunderstanding is on your part.

I will now reply to your points:

1. Bad Faith Negotiations.

Under the assumption that IChessU is currently not in compliance with the GPL (which will be shown in following sections), the negotiations over a special license of Jin to IChessU may indeed have been in bad faith. Because both parties were present at said negotiations, our letter to you need not provide evidence - you already possess all the evidence.

2. Alleged Breach of Jin's Terms of Use

Jin's terms of use (in fact, only copying, distribution and modification) *are* the GPL, so this and the next section really discuss the same issue.

You claim that IChessU is in strict compliance with the GPL. There is, however, a major violation of the GPL.

The GPL, requires (section 2.b) that any work derived from Jin is licensed under the GPL:

*You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.*

The IChessU Client (downloadable from the IChessU website), is derived from Jin, but is not licensed under the GPL. If you wish to claim that the IChessU Client *is* licensed under the GPL, then IChessU is in violation of the following requirements of the GPL:

- (a) The GPL requires (section 3) that distribution of a program as executable or object code be accompanied with *complete corresponding machine-readable source code* (or a written offer to provide such source code):

*You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:*

*a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,*

*b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,*

*c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)*

## Without Prejudice and for Negotiations only

The IChessU distributes executables of the IChessU Client, but the accompanied source code is for only a part of the IChessU Client. This is evidenced by the fact that the accompanied source code does not even compile. As such, it cannot, by any reasonable interpretation, constitute the complete corresponding source code of a working program.

- (b) The GPL does not allow (section 6) imposing additional requirements on the recipient of GPL-licensed software:

*Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein.*

The IChessU website, however, requires a user to accept an EULA (End User License Agreement) prior to downloading the IChessU Client. This EULA imposes many additional requirements, most of which take away rights granted by the GPL.

- (c) The GPL requires (section 2, referring to section 1) that a copyright notice is published on each copy of the program:

*1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.*

*2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, [removed]*

With the exception of the partial source code IChessU distributes, my copyright is not mentioned anywhere. In fact the copyright on Jin is displayed as “*Copyright (C) [2006] [unknown]*”.

### 3. Alleged Breach of the GPL Terms.

I don't know exactly what it means to “*lack any standing to make any claims regarding compliance with GPL license*”, but since Jonathan J. Klinger represents me, and I am the sole copyright owner of Jin, it stands to reason that he does have the right to point out your violation of Jin's license (the GPL).

You claim that because the IChessU Client is not yet available for commercial distribution, the GPL license does not apply to it. Why do you believe that the GPL only covers commercial distribution? In fact, except for section 3.c (which is irrelevant here), the GPL does not make any distinction between commercial and noncommercial distribution.

You claim the IChessU Client source code is available for download, as required by the GPL, but, as I have explained above, this source code is only partial.

You highlight the publishing of a “*EULA and Exhibit that complies fully with the terms of the GPL*”, but, as I explained above, your EULA violates the GPL. If you agree that the GPL applies to the IChessU Client, then the above mentioned EULA and Exhibit contradict each other, as the EULA revokes rights given by the Exhibit.

### 4. Summary

This section is a plain insult to me, as it is me who has worked hard for years writing and perfecting Jin, and it is IChessU who will now be profiting from it, while violating the license under which Jin is released. While I am glad to see that my work is useful to IChessU, and IChessU is welcome to make profit from it, you are *not* welcome to do so while infringing on my copyright.

## Without Prejudice and for Negotiations only

From talks with Alexander Rabinovich I understand your main claim is that the GPL does not apply to the Audio/Video component of the IChessU Client. As I have mentioned above, however, the GPL requires that:

1. The derivative work (IChessU Client) be licensed under the GPL.
2. *All* of the source code for a GPL-licensed program to be available, including *all* components of it.

I would like to suggest that you read the GPL “Frequently Asked Questions” web page at <http://www.gnu.org/licenses/gpl-faq.html>. Of importance to our issue are questions relating to the use of modules in a GPL-licensed program and to the difference between “mere aggregation” and “combining two modules into one program”. This page is written by the very same people who wrote the GPL, so I hope they will carry some weight with you.

I hope that you reconsider your position, so that both IChessU and I avoid unnecessary expenses and grief.

Nothing contained in this letter constitutes or should be construed as a waiver of any right, claim, or action that I may have with respect to the foregoing matters, all of which are hereby expressly reserved.

Sincerely,  
Alexander Maryanovsky.