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Editor's View

What is an upgrade?

A change to Microsoft's license text raises questions and concerns

When developers started installing VFP 8 this winter, some of them took the time to read the license (formally known as an "EULA" or "end-user license agreement") for the product. As they did so, one phrase caught their attention. Section 11.1 reads:

"Upgrades. To use a version of the Software identified as an upgrade, you must first be licensed for the software identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the software that formed the basis for your upgrade eligibility."

Does this mean we can't continue to use VFP 7 once we upgrade to VFP 8? After some initial hemming-and-hawing, the answer from Microsoft is that's exactly what it means. In fact, they said, you were never permitted to continue to use the product on which an upgrade was based.

Many in the VFP community are outraged. They feel Microsoft changed the rules without telling us. Some are concerned this is a slight aimed directly at the VFP community.

Even those not as angry raise important concerns. Software developers are rarely in a position to make an immediate switch from one version of a development product to the next. In fact, it's not unusual to support users in three or even four different versions.

Reality

What's the truth here? First, this is not a VFP-only situation. Microsoft changed the language in their EULA's across the board, specifically to clarify this issue. The EULA for Visual Studio .NET contains the identical restriction. So does the EULA for Windows 2000 Professional, though an operating system is different than a developer product.

What about the claim that nothing actually changed? That one's harder to accept. The EULA for VFP 7 and other, earlier software includes this sentence:

“A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade.”

Clearly, most developers would read the word “supplements” as allowing us to use both products. Microsoft, on the other hand, probably thought they were being clear that an upgrade is a replacement. What I suspect happened is that a lawyer read this phrase, realized it was ambiguous, and wrote new language to remove that ambiguity. (A more cynical interpretation is that Microsoft reviewed and revised all licenses in an effort to increase revenues.)

What about the issue of a secret change? From one perspective, that’s true. Certainly, Microsoft didn’t say to us, “By the way, we’ve rewritten the license text.” On the other hand, as with earlier versions, the license is displayed during installation and you have to actively accept it. Not only that, but the ReadMe file on the installation CD includes this sentence:

“If you are upgrading to Visual FoxPro 8.0, you must first uninstall Visual FoxPro 7.0.”

That’s about as clear a statement as you can imagine (though in context, it has led people to ask whether VFP 7 and VFP 8 can co-exist on the same machine). The Readme is linked to the very first screen that appears during installation.

But is it right?

Having addressed the facts, what’s left is the ethical issue: Is it appropriate for Microsoft to license developer products this way?

I think the answer lies in the word “upgrade.” Right now, in the software world, “upgrade” has two meanings.

The American Heritage Dictionary offers this definition for upgrade as a verb:

“To replace (a software program) with a more recently released, enhanced version.”

The same dictionary also defines “upgrade” as a noun, like this:

“A software program that provides added enhancements over an earlier version.”

Microsoft's legal department is using the first definition in the EULA. However, the marketing department more often uses the second definition in offering products for sale.

Most of us don't object to the idea that when you upgrade an end-user software product, you first uninstall the previous version. In fact, when we upgrade Quicken or WinZip or an antivirus product, we expect to replace the older version.

The problem is with developer products or with end-user products being used in development, for example, as automation clients. Developers need to test with many versions; they need to continue to support clients using older versions. In general, developers have different needs than end-users.

What we need is a new term and new pricing to differentiate between the two cases. Developers should be able to buy new versions of development software at a discount if they own older versions. But perhaps the discount won't be as large as the one end-users get for moving entirely to a new version. I encourage Microsoft to find a new term for developer products to reflect this distinction.

However, Microsoft would probably say they've already addressed this difference with MSDN (Microsoft Developer Network), and there's some validity to that argument. When you buy MSDN, you get bundles of software, including developer products, operating systems, and depending on the version, Office and SQL Server, as well. Once you subscribe for a year, you have a license for those products that won't expire and doesn't involve upgrades.

The suggested prices for VFP 8 are \$649 for the full version and \$349 for the upgrade. A low-end MSDN subscription (MSDN Professional) has a suggested price of \$1199 and a suggested upgrade or renewal price of \$899. VFP 5 or later appears to qualify you for the MSDN upgrade price. (Interestingly, the EULA for MSDN, http://msdn.microsoft.com/subscriptions/downloads/EULA_MSDN_Jan_03.pdf, doesn't appear to have the same upgrade restrictions as the individual products.)

What should you do?

Should you upgrade to VFP 8, buy a full version of VFP 8, or buy MSDN? Evaluate your situation to determine what makes the most sense. If you're using more than one Microsoft developer product, the

answer is simple: MSDN is going to be cheaper. If you develop only in VFP, it's a harder call.

Whatever you choose, you probably want to shop around for the best price. Some retailers offer both VFP 8 and MSDN at significant discounts from the suggested price. Do be careful that you are buying an appropriate version. Some retailers may be selling Academic versions, which are limited to those who work or are students in higher education settings. Less scrupulous vendors may be selling products marked "Not for resale."

As for Microsoft, I hope they'll find another term and alternative licensing to allow developers to use all the versions we need, while acknowledging that keeping a customer is easier than getting a new one by providing an incentive to buy new versions.