



The PULP

HUGE this month:

General Meeting: August 18

No Topic--Questions Welcome
Open Discussion

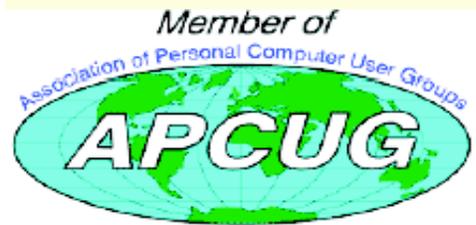
See you there!

East Hartford Public Library
Main St. & Central Ave., East Hartford, CT.

Q&A Session: 7:00PM–7:30PM
Meeting starts at: 7:30PM

Contents:

The Quiz	3
Double Plus Ungoods: Amazon Unpublishes Orwell	4
	6
	7
Calendar	10





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MEETING LOCATIONS

East Hartford Public Library
Main & Central Avenue
in the Lion's Room(downstairs)

Wethersfield Public Library 500 Silas Deane Hwy., Wethersfield, CT

Editors Corner

Thought we'd try another open session meeting, mostly so I don;t have to prepare..

For September, the topic will be "**What Printer is Right for Me?**" and in October we'l try to take a similar look at HDTVs.

Just in case you are one of the few that haven't heard of Dave Carroll & the Sons of Maxwell and their "small problem" with United Airlines--

<http://www.youtube.com/watch?v=5YGc4zOqozo>

Finally, (a year later) there is a followup --

http://www.youtube.com/watch?v=T_X-Qoh__mw

Stuart Rabinowitz, Editor-in-Chief

Here is the appropriate copyright citation and a link to the full text. articles from "Tidbits"

<http://creativecommons.org/licenses/by-nc-nd/3.0/>

Please note that the clubs PO Box has been closed. When membership renewals go out in the fall the return address will be that of our Membership person Richard Sztaba.



A Little Computer Quiz

by Stuart Rabinowitz

The trivia and minutiae of the computer related world. The answers will appear next month or you can submit an answer sheet at the General Meeting. Good Luck.

- 1 Who put the 'dot' in 'dot-com'?
- 2 An on-going computer discussion is whether it is better to turn off the computer or leave it on. When did this question first come up?
- 3 What is the EFF?
- 4 Who were the founders and when?
- 5 Who was their first client?

The garage pictured in last month's issue belonged to Dave Packard and was the birthplace of HP.

Answers to July, 2009 Quiz

1 Some of you may remember "Bob" that 'cute' computer interface that has consistently been rated as one of the top ten worst software applications of all time, but what company released it?

A Microsoft in March, 1995

2 Who was the Project Manager?

A Melinda (French) Gates was the Product Unit Manager and Karen Fries was the Product Leader

3. Before the Internet came into being, some amateurs invented an international network for exchange of mail and files using the public telephone network. What was it called?

A. Fidonet.

4 When did it get started?

A It was born in June 1984 when Tom Jennings (Fido #1 in San Francisco) sent a trial message to his friend John Madil (Fido #2 in Baltimore). Fidonet consists of about 30,000 systems (in early 1999, down from 38,000 in 1996 due to advent and easy accessibility of Internet) worldwide grouped into six geographical zones. It is an amateur electronic mail system. As such its participants and operators are unpaid volunteers.

cont. on pg. 9



Double Plus Ungoods: Amazon Unpublishes Orwell

by Glenn Fleishman <glenn@tidbits.com>

article link:

<<http://db.tidbits.com/article/10417>>

Amazon ripped two George Orwell books, their hearts still beating, from the Kindles of its customers. Reaction to the move provoked a firestorm of opinion related to ownership and permission, and Amazon swore off deleting customers' content from the Kindle again. However, the firm also found itself in an awkward position, one that most reports seem to have ignored or glossed over.

<<http://www.nytimes.com/2009/07/18/technology/companies/18amazon.html> >

The blast erupted from Amazon deleting two works - in a stunning bit of poetic reality, "Nineteen Eighty-Four" and "Animal Farm" - that it says a third-party Kindle content publisher lacked the rights to offer for sale. The publisher, MobileReference, sells formatted versions of public-domain works, among other titles.

<<http://www.mobilereference.com/#literature> >

Amazon certainly made the wrong move by deleting the books remotely without advance warning, taking along with them any associated bookmarks and notes. There was no question that customers purchased the books in good faith. However, the company was also certainly required to resolve a situation in which it was violating copyright.

It's worth looking at how this situation - a somewhat unusual case - arose, along with

what Amazon has previously said about the rights it gives Kindle subscribers, and what this bodes for the future.

****In the Public Good**** -- George Orwell died in 1950, which presents a spot of difficulty related to his copyright. In some countries, his works are in the public domain, but not in the United States. Generally uniform international copyright law was adopted in the 1970s, and modified in loose harmony since then.

Current U.S. law puts works published before 1923 in stark relief: they're all in the public domain. Added to this is the set of works published between 1923 and 1950, which were initially allowed a single 28-year term, and later offered a renewal term of the same duration. Works in that period that weren't renewed are now in the public domain.

All other works have been swept into a new regime that provides a super-long extension. And all works created since 1977 are covered for an author's life plus 70 years. (For a full rundown, see the section, "The Variety of Works under Discussion," in "Authors and Publishers Settle with Google Book Search," 2009-10-29, and also Peter Hirtle's "Copyright and the Public Domain in the United States.")

<<http://db.tidbits.com/article/9837>>

<<http://www.copyright.cornell.edu/resources/publicdomain.cfm>>

Orwell's works were published before his death in the United Kingdom, and a search at the U.S. Copyright Office



shows that "Animal Farm" was first registered here in 1950. Ostensibly, all these valuable works had their terms renewed, too. (Initial registration isn't required, but establishes ownership and triples damages in successful lawsuits; renewal was required, however.)

Any work that was published with U.S. formalities (such as copyright notice and renewal) had its copyright extension revised to be 95 years from the initial copyright registration. "Animal Farm" is thus under copyright protection in the United States until 2040; "Nineteen Eighty-Four" is protected until 2044.

In Australia, however, changes in copyright law vary for authors who died before and after 1954, and don't take into account a work's publication date. Australia extends copyright to 50 years after death for authors who died in 1954 or earlier, and to 70 years after death for authors who passed thereafter. All of Orwell's works are available online at no cost at various Australian sites. (Project Gutenberg in Australia has a nice summary of that country's rights.)

<<http://gutenberg.net.au/submissions.html>>

While MobileReference hasn't yet commented publicly, the firm seems to traffic entirely in public domain works and thinly assembled reference documents (biographies of all U.S. presidents, for instance). It's likely the company made a mistake in including the works in the United States.

****What Rights We Mortals Have**** -- When we buy a physical book in the United

States, we have the right to possess it forever, pass it on to heirs as part of an estate, burn or deface it, loan it and expect its return, donate it, and resell it. The new owner has the same set of rights. (Notably, those rights weren't always crystal clear; the first-sale doctrine that allows resale, for instance, has been litigated, but upheld.)

<http://en.wikipedia.org/wiki/First-sale_doctrine>

When we purchase digital media, whether music, video, or books, we are nearly always purchasing a license, not obtaining ownership. We typically, but not always, cannot resell what we buy, because we're obtaining a perfect digital copy. That implies that a publisher or rights holder can't be sure that we've deleted a work when we pass it on, even though there are ways to ensure that in systems that restrict the right to pass works on.

Apple's iTunes Store agreement is pretty typical, in that it says we receive specific non-commercial, personal rights to playback limited by digital rights management technology. For iTunes Plus music, which is DRM-free and all that Apple now offers for music, you're asked to self-limit what you do.

But Apple's agreement has a nifty little statement in it that has long made some people wary of buying anything from the company - despite the billions of songs sold so far:

<<http://www.apple.com/legal/itunes/us/terms.html#SALE>>



"Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Service at any time without notice."

Which means: "It may seem like you bought it and it's yours, but we can remove stuff from your phone, computer, or iPod, and we don't even have to tell you why or alert you ahead of time."

DRM annoys people because of these kinds of statements. DRM has a single legitimate purpose: deterring the unpaid spread of those perfect digital copies. Its illegitimate purposes are legion, including restricting our legal rights - in the United States and elsewhere - to shift content around for personal use, among a family or on hardware we own. (There are arguments about what "personal use" means. I was once involved in a lawsuit on the side of ReplayTV to defend personal use: *Newmark v. Turner*.)

<http://www.eff.org/cases/newmark-v-turner>

The RIAA and MPAA and other organizations want to allow the fewest possible rights in order to ensure that the same work is purchased the most possible times by the same people. If we could simply copy our DVDs to standard computer formats, the studios would have more trouble convincing us to buy the same movies again for Blu-ray, as we did with the jump from VHS to DVD.

DRM also lets device makers and application developers hold a sword over your head about the usage of the code and gear they provide. That's the crux of Amazon's Orwell debacle.

Amazon's contract is much fairer for the purchaser than Apple's for iTunes and similar licenses for digital "sales" of music and visual

media. Amazon says:

"Amazon grants you the non-exclusive right to keep a permanent copy of the applicable Digital Content and to view, use, and display such Digital Content an unlimited number of times, solely on the Device or as authorized by Amazon as part of the Service and solely for your personal, non-commercial use."

Translated, this means that you're gaining something akin to ownership, in that the digital copy is yours to use forever. But it then notes, of course, that you don't really own it:

"Unless specifically indicated otherwise, you may not sell, rent, lease, distribute, broadcast, sublicense or otherwise assign any rights to the Digital Content or any portion of it to any third party..."

Neither of the terms above say explicitly that Amazon can reach into your Kindle library (a set of book purchase records stored on its servers) or into your device and remove a book or other item you have purchased (or, more appropriately, licensed).

But there's a catch:

"Digital Content will be deemed licensed to you by Amazon under this Agreement unless otherwise expressly provided by Amazon."

That means "We licensed you something and now have decided it is no longer licensed to you for whatever reason." That's legitimate under the contract.

In this case, Amazon was told that it was providing rights to a work that it



didn't have permission to provide. Though Amazon agreed that it was in the wrong to have sold these copies of "Nineteen Eighty-Four" and "Animal Farm," its next move was a mistake, and one the company now admits.

****What Amazon Wrought**** -- Amazon and Apple use different approaches to where your digital media purchases live. The iTunes Store agreement says you get to download stuff once and once only. Don't lose your data, and it's your problem to store it and back it up.

In contrast, Amazon built an infrastructure that supports many devices from different makers with different storage capabilities, coupled with streaming video. So Amazon creates for you an online library from which you can stream or download. If you delete purchased content or lose a device, you can re-download your content again. (Amazon does impose a limit on the number of devices to which content can be downloaded at any given time. That number is explicit for video; audio is DRM-free and thus not tracked; and books appear to have something like a six-device limit that's squishy and not mentioned in the company's terms of service.)

<<http://www.geardiary.com/2009/06/21/kin-dlegate-confusion-abounds-regarding-kindle-download-policy/>>

In the case of the two Orwell books, once Amazon agreed with the legitimate rights holder that MobileReference didn't have permission to distribute the works, Amazon had to make some kind of move.

The company clearly should have deleted the two Orwell books from its library and

from all user online libraries - which it did - effectively preventing new purchases and new downloads. It also should have refunded any fees paid by customers for the books, which it also did. And it should have notified users; again, Amazon did so.

But then it seems that someone at Amazon got too excited with what's called "remote self-help technology," which allows a firm to reach out into your computer and other devices to disable hardware, software, or content. The late Ed Foster, a terrific writer and advocate for tech users, spent years inveighing against a modification to the U.S. commercial code used by most states that would allow software makers to place kill switches in code that users couldn't disable, appeal against the use of, or have reasonable grounds to prevent. Self-help rightly bothers us. (Ed won in the end.)

<<http://www.infoworld.com/t/applications/uphill-battle-935>>

Because Amazon, unlike Apple, didn't specifically reserve the right of self-help, its remote deletion may both have broken laws and rendered Amazon subject to a lawsuit, although damages would likely be slight. It's understandable that Amazon wanted to remove all infringing works from all devices, but Kindles aren't per se under Amazon's control, and that's even more true of the Kindle for iPhone software.

One hopes the decision was made by



someone who simply didn't understand the implications, and how much a response this action would provoke. I can't imagine that anyone in Amazon would want to pull the kill switch on "Nineteen Eighty-Four" - of all books - in this manner. Amazon was trying to avoid liability for distributing unauthorized copies of the two works, and thus took all possible actions, instead of reaching out to its readers.

Had I been forced to make this decision, I might have gone so far as to have each purchaser called directly to explain the situation - only hundreds of people were involved. I certainly would have tried to offer a substitute licensed copy, and probably would even have sent print editions of the books along with a gift certificate. And I would have asked users either to let Amazon delete the book or relied on the user to delete the title in some verifiable fashion.

That might have cost a few tens of thousands of dollars, versus the equivalent of millions of dollars in bad publicity and lost Kindle sales as people associate Amazon with the memory hole. The company, chastened in a way it rarely shows, says it won't delete books this way again.

<http://en.wikipedia.org/wiki/Memory_hole>

Amazon's actions have been described as ironic, which is incorrect. Irony describes an event that is inconsonant with and contrary to the expected order of things, or words that deny their own reality. In "Nineteen Eighty-Four," slogans like "War is peace" are ironic.

No, Amazon acted with a perfect lack of irony, completely in accord with elements of "Nineteen Eighty-Four," however

prosaically it aped Orwell's words. A strong echo came to me from Part 2, Chapter 10 of "Nineteen Eighty-Four," when a steely voice recites to the book's protagonist, Winston Smith, "Here comes a candle to light you to bed. And here comes a chopper to chop off your head!"

Is it any wonder self-help technology freaks people out?





from pg. 4

5 What fictional search engine has appeared in multiple, unaffiliated Hollywood television shows, effectively becoming an unofficial, open source stand-in for Google and its competitors?

A The make-believe search engine is Finder-Spyder, which has made appearances in each of the following television programs: Breaking Bad, Criminal Minds, Crossing Jordan, and Dexter among others.

: Finder-Spyder is used in the episode "The Cat's in the Bag."

: Finder-Spyder is used in the episode "Pleasure Is My Business" by Megan Kane (played by Brianna Brown) to look up information on Special Agent Aaron Hotchner (played by [Thomas Gibson](#)).

: Finder-Spyder is used in the episode "Hubris" by Nigel Townsend (played by [Steve Valentine](#)) to locate "The Hangman" at the Salmon Arms Horse Park.

[CSI: Crime Scene Investigation](#): Finder-Spyder is used in the episodes "Time of Your Death" and "Meet Market."

[Hidden Palms](#): Finder-Spyder is used in the episode "Party Hardy."

[Journeyman](#): Dan Vasser (played by [Kevin McKidd](#)) frequently uses a version of Finder-Spyder with the same logo style and typeface as [Google](#). It appears in the episodes "A Love of a Lifetime," "The Year of the Rabbit," and "The Legend of Dylan McCleen."

[Moonlight](#): Finder-Spyder is used in the episode "12:04 AM."

[Prison Break](#): Finder-Spyder is used in the "Pilot" episode, "J-Cat," "Unearthed," "Dirt Nap," "Safe and Sound," and "The Legend."

[Without a Trace](#): Finder-Spyder is used in "Baggage" (Season 6, Episode 4) by [Martin Fitzgerald](#) (played by [Eric Close](#)) and [Samantha Spade](#) (played by [Poppy Montgomery](#)) to find a website that was left in a coded journal of an undercover drug agent. In the episode "Cloudy with a Chance of Gettysburg" (Season 7, Episode 10), [Vivian Johnson](#) (played by [Marianne Jean-Baptiste](#)) uses Finder-Spyder to find information about [American Civil War](#) reenactments.





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Distribution	George Carbonell

Membership: Anyone may become a member. Dues are \$12 per year and include a one-year subscription to The Pulp as well as access to the HUGE Public Domain disk libraries and BBS. Meeting topics, times and places can be found on page 1 of this issue.

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August 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	MacCharlie introduced in Aug, 1985					1944 Mark I 1st runs at Harvard 1
2	3	4	5	6	7 1970 ACM runs 1st computer chess tourney	8
9	10	11	12 1981 IBM announces PC	13	14	15
16	17	18 General Meeting 7PM	19	20	21	22
23	24	25 1995 Win95 released	26	27	28	29
30	31					