BSD License

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Contents

1 Introduction

BSD licenses represent a family of permissive free software licences. The original was used for the Berkeley Software Distribution, a Unix-like operating system for which the license is named. The original owners of BSD were the Regents of the University of California because BSD was first written at the University of California, Berkeley. The first version of the license was revised, and the resulting licenses are more properly called modified BSD licenses. Permissive licenses, sometimes with important differences pertaining to license compatibility, are referred to as *BSD-style licenses*. Several BSD-like licenses, including the New BSD license, have been vetted by the Open Source Initiative as meeting their definition of open source.

The licenses have few restrictions compared to other free software licenses such as the GNU GPL or even the default restrictions provided by copyright, putting it relatively closer to the public domain. The BSD licenses have been referred to as copycenter, as a comparison to standard copyright and copyleft free software: *Take it down to the copy center and make as many copies as you want.*

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3 Proprietary software licenses compatibility

The BSD License allows proprietary commercial use, and for the software released under the license to be incorporated into proprietary commercial products. Works based on the material may even be released under a proprietary license (but still must maintain the license requirements). Some notable examples of this are the use of BSD networking code in Microsoft products, and the use of numerous FreeBSD components in Mac OS X.

It is possible for something to be distributed with the BSD License and some other license to apply as well. This was in fact the case with very early versions of BSD itself, which included proprietary material from AT&T.

4 UC Berkeley advertising clause

As originally distributed, the BSD license had an extra clause, requiring authors of all works deriving from a BSD-licensed work to include an acknowledgment of the original source. This is numbered as clause 3 in the original license text:

> 3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the University of California, Berkeley and its contributors.

This clause has been objected to on the grounds that as people changed the license to reflect their name or organisation it led to escalating advertising requirements when programs were combined together in a software distribution - every occurrence of the license with a different name requires a separate acknowledgement - the GNU project has cited the requirement for 75 such acknowledgments when advertising a 1997 version of NetBSD. In addition, it presents a legal problem for those wishing to use BSD-licensed software under the GPL: the advertising clause is incompatible with the GPL, which does not allow the addition of restrictions beyond those it already imposes.

The advertising clause was removed from the official BSD license text on July 22, 1999 by William Hoskins, the director of the office of technology licensing for Berkeley, in response to a request from Richard Stallman. Other BSD distributions removed the clause, but NetBSD still uses the original version of the license and many similar clauses remain in BSD-derived code from other sources.

The original license is now sometimes called *BSD-old* or *4-clause BSD*, while the current revision of the BSD license is sometimes referred to by the by names including *BSD-new*, *revised BSD*, or *3-clause BSD*.