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From: Bruce Schneier < schneier@schneier.com > Sent: Wednesday, January 25, 2012 1:12 PM To: Chavez,

Subject: Re: Use of copyrighted work "Applied Cryptography: Protocols, Algorithms, and Source Code in C"

That sounds fine. Thanks for asking.

In our previous episode at 12:06 PM 1/25/2012, Chavez, Chris wrote: Hello Mr. Schneier,

I am interested in utilizing your book "Applied Cryptography: Protocols, Algorithms and Source Code in C" in a product here at NetApp (specifically, implementation of the DES algorithm). Would you give your permission to use the code authored in your book if a disclaimer such as the example below is provided?

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Broadcom Common Firmware Environment (CFE)

Definitions and prototypes for environment variable subroutines

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Version 3, 29 June 2007

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Iperf performance test
Mark Gates
Ajay Tirumala
Jim Ferguson
Jon Dugan
Feng Qin
Kevin Gibbs
John Estabrook
National Laboratory for Applied Network Research
National Center for Supercomputing Applications
University of Illinois at Urbana-Champaign
http://www.ncsa.uiuc.edu

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Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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or executable form under the terms of Sections 1 and 2 above provided that you 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.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
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For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

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We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

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In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code

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Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
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The following individuals contributed in part to the Network Time Protocol Distribution Version 4 and are acknowledged as authors of this work.

- 1. [1] Mark Andrews <marka@syd.dms.csiro.au> Leitch atomic clock controller
- 2. [2]Bernd Altmeier <altmeier@atlsoft.de> hopf Elektronik serial line and PCI-bus devices
- 3. [3] Viraj Bais < vbais@mailman1.intel.com> and [4] Clayton Kirkwood < kirkwood@striderfm.intel.com> port to WindowsNT 3.5
- 4. [5] Michael Barone < michael, barone@lmco.com > GPSVME fixes
- 5. [6]Karl Berry <karl@owl.HQ.ileaf.com> syslog to file option
- 6. [7] Greg Brackley <greg.brackley@bigfoot.com> Major rework of WINNT port. Clean up recvbuf and iosignal code into separate modules.
- 7. [8]Marc Brett < Marc.Brett@westgeo.com > Magnavox GPS clock driver
- 8. [9]Piete Brooks <Piete.Brooks@cl.cam.ac.uk> MSF clock driver, Trimble PARSE support
- 9. [10]Reg Clemens <reg@dwf.com> Oncore driver (Current maintainer)
- 10. [11] Steve Clift < clift@ml.csiro.au > OMEGA clock driver
- 11. [12] Casey Crellin < casey@csc.co.za> vxWorks (Tornado) port and help with target configuration
- 12. [13] Sven Dietrich < sven_dietrich@trimble.com > Palisade reference clock driver, NT adj. residuals, integrated Greg's Winnt port.
- 13. [14]John A. Dundas III <dundas@salt.jpl.nasa.gov> Apple A/UX port
- 14. [15]Torsten Duwe <duwe@immd4.informatik.uni-erlangen.de> Linux port
- 15. [16]Dennis Ferguson <dennis@mrbill.canet.ca> foundation code for NTP Version 2 as specified in RFC-1119
- 16. [17] Glenn Hollinger < glenn@herald.usask.ca> GOES clock driver
- 17. [18] Mike Iglesias < iglesias@uci.edu> DEC Alpha port
- 18. [19]Jim Jagielski <jim@jagubox.gsfc.nasa.gov> A/UX port
- 19. [20]Jeff Johnson <jbj@chatham.usdesign.com> massive prototyping overhaul
- 20. [21] Hans Lambermont < Hans. Lambermont@nl.origin-it.com > or [22] < H. Lambermont@chello.nl > ntpsweep
- 21. [23]Poul-Henning Kamp <phk@FreeBSD.ORG> Oncore driver (Original author)
- 22. [24]Frank Kardel [25]<Frank.Kardel@informatik.uni-erlangen.de>

PARSE <GENERIC> driver (14 reference clocks), STREAMS modules for PARSE, support scripts, syslog cleanup

- [26] William L. Jones < jones@hermes.chpc.utexas.edu> RS/6000 AIX modifications, HPUX modifications
- [27]Dave Katz <dkatz@cisco.com> RS/6000 AIX port
- [28]Craig Leres < leres@ee.lbl.gov> 4.4BSD port, ppsclock, Magnavox GPS clock driver
- [29]George Lindholm < lindholm@ucs.ubc.ca > SunOS 5.1 port

- [30]Louis A. Mamakos < louie@ni.umd.edu> MD5-based authentication
- [31]Lars H. Mathiesen <thorinn@diku.dk> adaptation of foundation code for Version 3 as specified in RFC-1305
- [32]David L. Mills <mills@udel.edu> Version 4 foundation: clock discipline, authentication, precision kernel; clock drivers: Spectracom, Austron, Arbiter, Heath, ATOM, ACTS, KSI/Odetics; audio clock drivers: CHU, WWV/H, IRIG
- [33]Wolfgang Moeller <moeller@gwdgv1.dnet.gwdg.de> VMS port
- [34]Jeffrey Mogul <mogul@pa.dec.com> ntptrace utility
- [35]Tom Moore <tmoore@fievel.daytonoh.ncr.com> i386 svr4 port
- [36]Kamal A Mostafa <kamal@whence.com> SCO OpenServer port
- [37]Derek Mulcahy <derek@toybox.demon.co.uk> and [38]Damon Hart-Davis <d@hd.org> ARCRON MSF clock driver
- [39]Rainer Pruy <Rainer.Pruy@informatik.uni-erlangen.de> monitoring/trap scripts, statistics file handling
- [40]Dirce Richards <dirce@zk3.dec.com> Digital UNIX V4.0 port
- [41] Wilfredo Sánchez <wsanchez@apple.com> added support for NetInfo
- [42]Nick Sayer <mrapple@quack.kfu.com> SunOS streams modules
- [43]Jack Sasportas <jack@innovativeinternet.com> Saved a Lot of space on the stuff in the html/pic/subdirectory
- [44]Ray Schnitzler <schnitz@unipress.com> Unixware1 port
- [45]Michael Shields <shields@tembel.org> USNO clock driver
- [46]Jeff Steinman <jss@pebbles.jpl.nasa.gov> Datum PTS clock driver
- [47]Harlan Stenn GNU automake/autoconfigure makeover"> the changeLog)
- [48]Kenneth Stone <ken@sdd.hp.com> HP-UX port
- [49]Ajit Thyagarajan <ajit@ee.udel.edu>IP multicast/anycast support
- [50]Tomoaki TSURUOKA <tsuruoka@nc.fukuoka-u.ac.jp>TRAK clock driver
- [51] Paul A Vixie <vixie@vix.com> TrueTime GPS driver, generic TrueTime clock driver
- [52]Ulrich Windl <Ulrich.Windl@rz.uni-regensburg.de> corrected and validated HTML documents according to the HTML DTD

[53]gif		

[54]David L. Mills <mills@udel.edu> References

- 1. mailto:marka@syd.dms.csiro.au
- 2. mailto:altmeier@atlsoft.de
- 3. mailto:vbais@mailman1.intel.co
- 4. mailto:kirkwood@striderfm.intel.com

- 5. mailto:michael.barone@lmco.com
- 6. mailto:karl@owl.HQ.ileaf.com
- 7. mailto:greg.brackley@bigfoot.com
- 8. mailto:Marc.Brett@westgeo.com
- 9. mailto:Piete.Brooks@cl.cam.ac.uk
- 10. mailto:reg@dwf.com
- 11. mailto:clift@ml.csiro.au
- 12. mailto:casey@csc.co.za
- 13. mailto:Sven Dietrich@trimble.COM
- 14. mailto:dundas@salt.jpl.nasa.gov
- 15. mailto:duwe@immd4.informatik.uni-erlangen.de
- 16. mailto:dennis@mrbill.canet.ca
- 17. mailto:glenn@herald.usask.ca
- 18. mailto:iglesias@uci.edu
- 19. mailto:jagubox.gsfc.nasa.gov
- 20. mailto:jbj@chatham.usdesign.com
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- 23. mailto:phk@FreeBSD.ORG
- 24. http://www4.informatik.uni-erlangen.de/‡kardel
- 25. mailto:Frank.Kardel@informatik.uni-erlangen.de
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- 27. mailto:dkatz@cisco.com
- 28. mailto:leres@ee.lbl.gov
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- 30. mailto:louie@ni.umd.edu
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- 32. mailto:mills@udel.edu
- 33. mailto:moeller@gwdgv1.dnet.gwdg.de
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- 47. mailto:harlan@pfcs.com
- 48. mailto:ken@sdd.hp.com
- 49. mailto:ajit@ee.udel.edu
- 50. mailto:tsuruoka@nc.fukuoka-u.ac.jp
- 51. mailto:vixie@vix.com
- 52. mailto:Ulrich.Windl@rz.uni-regensburg.de
- 53. file://localhost/backroom/ntp-stable/html/index.htm
- 54. mailto:mills@udel.edu

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A: No. The special exception permits use of the library in proprietary applications.

Q: How is that different from the GNU {Lesser,Library} GPL?

A: The LGPL requires that users be able to replace the LGPL code with a modified version; this is trivial if the library in question is a C shared library. But there's no way to make that work with C++, where much of the library consists of inline functions and templates, which are expanded inside the code that uses the library. So to allow people to replace the library code, someone using the library would have to distribute their own source, rendering the LGPL equivalent to the GPL.

Q: I see. So, what restrictions are there on programs that use the library?

A: None. We encourage such programs to be released as open source, but we won't punish you or sue you if you choose otherwise.

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Version 1.1 - 26 February 2007

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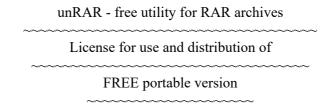
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