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Bill of components

CDDL-1.1

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* Contributions <>
* Talk <>
Contents
move to sidebar hide
 (Top) <>
* 1 Terms <>
* 2 History <> Toggle History subsection
* 2.1 GPL compatibility <>
* 2.2 cdrtools controversy <>
* 2.3 ZFS in the Linux kernel <>
* 3 Adoption <>
* 4 See also <>
* 5 References <>
* 6 External links <> Toggle the table of contents
Common Development and Distribution License
15 languages
 * Catal
<a href="https://ca.wikipedia.org/wiki/Common_Development_and_Distribution_License">https://ca.wikipedia.org/wiki/Common_Development_and_Distribution_License</a>
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<a href="https://de.wikipedia.org/wiki/Common_Development_and_Distribution_License">https://de.wikipedia.org/wiki/Common_Development_and_Distribution_License</a>
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Terms

[edit <>]

Derived from the Mozilla Public License <> 1.1,[4] <> the CDDL tries to address some of the problems of the MPL.[5] <> Like the MPL, the CDDL is a weak copyleft <> license in-between GPL <> license and BSD <>/MIT <> permissive licenses <>, requiring only source code files under CDDL to remain under CDDL.

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Like the MPL the CDDL includes a patent grant to the licensee from all contributors ("patent peace"). However, in section 2.1(d), the patent grant is lost if the code implementing a patented feature is modified.[8] <>

History

[edit <>]

The previous software license <> used by Sun <> for its open source <> projects was theSun Public License <> (SPL), also derived from the Mozilla Public License <>. The CDDL license is considered by Sun <> (now Oracle <>) to beSPL <> version 2.[9] <>

The CDDL was developed by a Sun Microsystems <> team (among them Solaris <> kernel engineer Andrew Tucker[10] <>[11] <> and Claire Giordano[12] <>), based on theMPL <> version 1.1. On December 1, 2004 the CDDL was submitted for approval to theOpen Source Initiative <>[12] <> and was approved as an open source license <> in mid January 2005. The second CDDL proposal, submitted in

early January 2005, includes some corrections that prevent the CDDL from being in conflict with European Copyright law and to allow single developers to use the CDDL for their work.

In 2006, in the first draft of the OSI's license proliferation <> committee report, the CDDL is one of nine preferred licenses listed as popular, widely used, or with strong communities.[13] <>

While the Free Software Foundation <> (FSF) also considered the CDDL a free software <> license, they saw some incompatibilities <> with their GNU General Public License <> (GPL).[1] <>

GPL compatibility

[edit <>]

The question of whether and when both licenses are incompatible <> sparked debates in the free software domain in 2004 to 2006.[14] <> [15] <> For instance, the FSF considered the CDDL incompatible to their GPL license, without going into detail until 2016.[16] <>

CDDL is one of several Open Source Licenses <> which are incompatible with GPL <>>. This characteristic was inherited from the MPL 1.1 (fixed with the MPL 2.0 according to the FSF[1] <>) and results from a complex interaction of several clauses;[14] <>[17] <> the root of the problem being GPL virality <>, similar to other cases of GPL incompatibility.[18] <> Some people argue that Sun (or the Sun engineer) as creator of the license made the CDDL intentionally GPL incompatible.[14] <> According to Danese Cooper <> one of the reasons for basing the CDDL on the Mozilla license was that the Mozilla license is GPL-incompatible <>. Cooper stated, at the 6th annual Debian conference <>, that the engineers who had written the Solaris kernel requested that the license of OpenSolaris be GPL-incompatible.[19] <>

Mozilla was selected partially because it is GPL incompatible. That was part of the design when they released OpenSolaris. ... the engineers who wrote Solaris ... had some biases about how it should be released, and you have to respect that.

Simon Phipps <> (Sun's Chief Open Source Officer at the time), who had introduced Cooper as "the one who actually wrote the CDDL",[20] <> did not immediately comment, but later in the same video, he says, referring back to the license issue, "I actually disagree with Danese to some degree",[21] <> while describing the strong preference among the engineers who wrote the code for a BSD-like license, which was in conflict with Sun's preference for somethingcopyleft <>, and that waiting for legal clearance to release some parts of the code under the then unreleased GNU GPL v3 would have taken several years, and would probably also have involved mass resignations from engineers (unhappy with either the delay, the GPL, or boththis is not clear from the video).

Later, in September 2006, Phipps rejected Cooper's assertion in even stronger terms.[22] <> Similarly, Bryan Cantrill <>, who was at Sun at that time and involved in the release of CDDL licensed software stated in 2015 that he and his colleagues expected in 2006 the fast emergence of CDDL licensed software into the Linux ecosystem and the CDDL being not an obstacle.[23] <>

cdrtools controversy

[edit <>]

The GPL compatibility question was also the source of a controversy behind a partial relicensing ofcdrtools <> to the CDDL which had been previously all GPL. In 2006, theDebian <> project declared the cdrtools legally undistributable because thebuild system <> was licensed under the CDDL.[24] <>

The author, Jrg Schilling, claimed that smake <> is an independent project and does not violate the GPLv3 <>.[25] <> Schilling also argued that even though the GPL requires all scripts required to build the work to be licensed freely, they do not necessarily have to be under the GPL.[26] <>[27] <>[page needed <>] Thus not causing an incompatibility that violates the license <>.

He also argued that in "combined works" (in contrast to "derived works <>") GPL and CDDL licensed code is compatible.[28] <>[29] <>

Red Hat <>'s attorneys have prevented cdrtools from being in Fedora <> or Red Hat Enterprise Linux <>, arguing that Schilling has an "unorthodox" view of copyright law that isn't shared by their legal counsel or the Free Software Foundation.[30] <>

ZFS in the Linux kernel [edit <>]

In 2015, the CDDL to GPL compatibility question reemerged when Ubuntu <> announced inclusion of OpenZFS <> by default.[31] <>

In 2016 Ubuntu announced that a legal review resulted in the conclusion that it is legally acceptable to use ZFS as binarykernel module <> in Linux. (As opposed to building it into the kernel image itself.)[32] <>

Others followed Ubuntu's conclusion, for instance James E. J. Bottomley argued there cannot be "a convincing theory of harm" developed, making it impossible to bring the case to court.[33] <>

Eben Moglen <>>, co-author of the GPLv3 <> and founder of the SFLC <>>, argued that while the letter of the GPL might be violated, the spirit of both licenses is unharmed, which would be the relevant aspect in court.[34] <>

The SFLC mentioned also that a precedent exists with the Andrew File System <> 's kernel module, which is not considered a derivative work of the kernel by the kernel developers.[35] <>[36] <>

On the other hand, Bradley M. Kuhn <> and attorney Karen M. Sandler <> from the Software Freedom Conservancy <>[37] <> argued that Ubuntu would violate both licenses, as a binary ZFS module would be a derivative work of the kernel.[38] <> In April 2016, the Ubuntu <> 16.04 LTS <> release included the CDDL-licensed ZFS on Linux <>.[39] <>

Adoption

[edit <>]

Example projects released under CDDL:

- * OpenSolaris <> (including DTrace <>, initially released alone, and ZFS <>)
- * illumos <> (as OpenSolaris OS/Net, continuation project) and illumos distributions <>[40] <>
- * OpenZFS <> multi platform open source volume manager and file system
- * NetBeans <> IDE and RCP
- * GlassFish <>
- * Payara Server <>
- * JWSDP <>
- * Project DReaM <>
- * cdrtools <>
- * OpenDJ <>

See also

[edit <>]

- * Free and open-source software portal <>
- * Dual-licensing <>
- * GNAT Modified General Public License <>
- * List of software licenses <>

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[edit <>]

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- * ^ a <> b <> "Can code licensed under the CDDL be combined with code

licensed under other open source licenses?"

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fromthe original http://www.sun.com/cddl/> on 2009-03-04, We have drafted a new open source license ...

* ^ <> CDDL_MPL_redline.pdf

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* ^ a <> b <> CDDL Why Summary

https://web.archive.org/web/20050214114513/http://www.sun.com/cddl/CDDL_why_summary.html on sun.com (archived, 2005)

* ^ <> McNealy: CDDL is 'best of both worlds'

https://www.zdnet.com/article/mcnealy-cddl-is-best-of-both-worlds/ on

zdnet.com by Aaron Tan (September 14, 2005)

* ^ <> CDDL

https://tldrlegal.com/license/common-development-and-distribution-license-%28cddl-1.0%29-explained-on-tldrlegal.com

* ^ <> "Common Development and Distribution License 1.0 | Open Source Initiative" https://opensource.org/licenses/CDDL-1.0. opensource.org. 31

October 2006. Retrieved 2020-07-18. ^ <> "SPL to CDDL as of NetBeans 5.0 - Why change licenses?" https://web.archive.org/web/20070224082827/http://www.netbeans.org/about/legal/license-change.html . NetBeans. Archived fromthe original http://www.netbeans.org/about/legal/license-change.html#Why_change_licenses?> on 2007-02-24. Retrieved 2006-12-31. The SPL was based on the Mozilla license as CDDL is as well. [..] One way to think of the CDDL is as a cleaned-up version of the Mozilla license - anyone can reuse it as-is. It's the SPL version 2.0. * ^ <> "Andy Tucker on the CDDL" https://alanhargreaves.wordpress.com/2005/04/12/andy-tucker-on-the-cddl/. Alan Hargreaves' Blog. 12 April 2005. * ^ <> Open source licenses, IP, and CDDL https://web.archive.org/web/20061111055302/http://blogs.sun.com/tucker/ on Andrew Tuckers blog, "as one of the drafters of the CDDL I can at least comment on what the license says, and on our intentions in creating it." (Tuesday April * ^ a <> b <> "For Approval: Common Development and Distribution License (CDDL)" https://lwn.net/Articles/114840/>. 1 December 2004. ' ^ <> First draft of OSI's license proliferation report https://web.archive.org/web/20120205011112/http://www.crynwr.com/cgi-bin/ezmlm- cgi?3%3Amss%3A11636%3A200607%3Anknhhdligldemhkfbhpd> . Archived from theoriginal http://crynwr.com/cgi-bin/ezmlm-cgi?3:mss:11636:200607:nknhhdligldemhkfbhpd Archived https://web.archive.org/web/20140104020911/http://crynwr.com/cgi-bin/ezmlm-cgi?3:mss:11636:200607:nknhhdligldemhkfbhpd 2014-01-04 at the Wayback Machine <> on 2012-02-05. Retrieved 2013-01-03. * ^ a <> b <> c <> "Sun Proposes New Open-Source License" https://archive.today/20150817133221/http://www.eweek.com/c/a/Linux-and-Open-Source/Sun-Proposes-New-OpenSource-Licenses . Archived fromthe original http://www.eweek.com/c/a/Linux-and-Open-Source/Sun-Proposes-New-OpenSource-License on August 17, 2015. * ^ <> "The Blog of Ben Rockwood" http://cuddletech.com/blog/pivot/entry.php?id=31. ^ <> "Interpreting, enforcing and changing the GNU GPL, as applied to combining Linux and ZFS" https://www.fsf.org/licensing/zfs-and-linux. Free Software Foundation. April 11, 2016. Retrieved 2017-07-27. * ^ <> "MPL / GPL Incompatibility" http://www.tomhull.com/ocston/docs/mozgpl.html. Retrieved 2007-12-03. * ^ <> chandan (2006-09-18). "Copyrights, Licenses and CDDL Illustrated" https://web.archive.org/web/20150529114715/https://blogs.oracle.com/chandan/entry/copyrights_licenses_and_cddl_illustrated . blogs.oracle.com. Archived fromthe original https://blogs.oracle.com/chandan/entry/copyrights_licenses_and_cddl_illustrated on 2015-05-29. Retrieved 2015-05-29. A common misconception is about CDDL and GPL incompatibility. (Incompatibility in the sense: to combine two source files, one under GPL and another under CDDL, to create a common executable.) GPL is incompatible with most licenses like Mozilla Public License, Apache, and CDDL. GPL wants you erase those licenses and use GPL in that place, where as these licenses do not permit erasing them. Hence the incompatibility deadlock. ^ <> Danese Cooper (2006). OpenSolaris and CDDL discussion at Debconf 2006 (Ogg Theora <>). Event occurs at 27:26. Mozilla was selected partially because it is GPL incompatible. That was part of the design when they released OpenSolaris. ... the engineers who wrote Solaris ... had some biases about how it should be released, and you have to respect that (alternate URL https://web.archive.org/web/20110722120048/http://caesar.acc.umu.se/pub/debian-meetings/2006/debconf6/theora-small/ 2006-05-14/tower/OpenSolaris_Java_and_Debian-Simon_Phipps__Alvaro_Lopez_Ortega.ogg> , see 27:27 through 28:24)

* ^ <> Simon Phipps (2006). OpenSolaris and CDDL discussion at Debconf 2006 http://meetings-archive.debian.net/pub/debian-meetings/2006/debconf6/theora-small/2006-05-14/tower/OpenSolaris Java and Debian-Simon_Phipps__Alvaro_Lopez_Ortega.ogg> (Ogg Theora <>). Debconf <> 2006. Event occurs at 13:00. ...we have got Danese Cooper in the room, and she is the one who actually wrote the CDDL... * ^ <> Simon Phipps (2006). OpenSolaris and CDDL discussion at Debconf 2006 http://meetings-archive.debian.net/pub/debian-meetings/2006/debconf6/theora-small/2006-05-14/tower/OpenSolaris Java and Debian-Simon_Phipps__Alvaro_Lopez_Ortega.ogg> (Ogg Theora <>). Event occurs at 36:00. I actually disagree with Danese to some degree... * ^ <> Phipps, Simon (2006-09-04). "Re: Danese Cooper claims CDDL made incompatible with GPL on purpose" https://marc.info/?l=opensolaris-discuss&m=115740406507420>. OpenSolaris-Discuss List. Retrieved 2019-03-07. Nonetheless she is wrong to characterise the opinion of the Solaris engineering team in the way she does. She is speaking this way because she lost an argument inside Sun, not because her view is representative of the views of Sun or its staff in the way she

claims. She, along with many actual engineers, was an advocate of using GPL for

OpenSolaris but the need to release rather than wait for one of {GPL v3, Mozilla license revision, encumbrance removal) meant that this was not possible. I am still furious with her for the statement she made at DebConf, which was spiteful and an obstacle to a united FOSS movement. * ^ <> Bryan Cantrill <> (2015-04-06). "I am the CTO of Joyent, the father of DTrace and an OS kernel developer for 20 years. AMA!" https://www.reddit.com/r/IAmA/comments/31ny87/i_am_the_cto_of_joyent_the_father_of_dtrace_and/cq3bs9z?context=3> .reddit.com <>. Retrieved 2016-03-11. Question: Was the CDDL designed to prevent Sun technologies from entering Linux? - BC: Great guestion, and the answer was that we didn't know -- but the expectation was that it would be ported to Linux relatively quickly. I remember vividly standing over a terminal with a bunch of people as we actually launched OpenSolaris (like, clicked carriage return on making the DTrace code live -- which was the first in the chute), and the Sun Legal guy and I were chatting. We were both wondering if DTrace was going to show up in Linux in a month or if it would take two years. But that was the range of guesses: neither of us believed that the Linux community themselves would hold up CDDL as an obstacle, and certainly if you told me that a decade later, DTrace wouldn't be in Linux because of licensingFUD <>, I wouldn't have believed you. Of course, in hindsight, it all seems so clear:NIH <> is enormously powerful, and we were fools for discounting it. " ^ <> "cdrtools - a tale of two licenses [LWN.net]" https://lwn.net/Articles/195167/>. lwn.net. Retrieved 2020-07-18. * ^ <> "Cdrtools (Cdrecord) release information" http://cdrtools.sourceforge.net/private/cdrecord.html. cdrtools.sourceforge.net. Retrieved 2020-07-18. * ^ <> "The GNU General Public License" https://www.gnu.org/licenses/gpl.html. Retrieved 2009-10-24. ^ <> "Die GPL kommentiert und erklrt Online-Version" https://web.archive.org/web/20150908033333/http://www.oreilly.de/german/freebooks/gplger/ (in German). O'Reilly. Archived from the original http://www.oreilly.de/german/freebooks/gplger on 2015-09-08. Retrieved 2010-11-17. * ^ <> "Neuer Streit um cdrtools" http://www.pro-linux.de/news/1/10155/neuer-streit-um-cdrtools.html. Pro-Linux (in German). Laut Aussagen von Jrg Schilling sind die Lizenzen durchaus miteinander kompatibel. Die Regeln werden oftmals falsch ausgelegt. Die Aussagen der FSF-Verantwortlichen seien oft widersprchlich und in sich nicht schlssig. * ^ <> "OSSCC GPL" http://www.osscc.net/en/gpl.html. * ^ <> "Forbidden items - Fedora Project Wiki" https://fedoraproject.org/wiki/Forbidden_items#cdrtools. fedoraproject.org. Retrieved2020-07-18. * ^ <> Michael Larabel <> (6 October 2015). "Ubuntu Is Planning To Make The ZFS File-System A "Standard" Offering" https://www.phoronix.com/scan.php?page=news item&px=Ubuntu-ZFS-Standard-Plans>. Phoronix <>. * ^ <> Dustin Kirkland (18 February 2016). "ZFS Licensing and Linux" https://insights.ubuntu.com/2016/02/18/zfs-licensing-and-linux/. Ubuntu Insights. Canonical. ' ^ <> Are GPLv2 and CDDL incompatible? http://blog.hansenpartnership.com/are-gplv2-and-cddl-incompatible/ on hansenpartnership.com by James E. J. Bottomley, "What the above analysis shows is that even though we presumed combination of GPLv2 and CDDL works to be a technical violation, there's no way actually to prosecute such a violation because we cant develop a convincing theory of harm resulting. Because this makes it impossible to take the case to court, effectively it must be concluded that the combination of GPLv2 and CDDL, provided youre following a GPLv2 compliance regime for all the code, is allowable." (23 February 2016) * ^ <> Moglen, Eben <>; Choudhary, Mishi (26 February 2016). "The Linux Kernel, CDDL and Related Issues" https://softwarefreedom.org/resources/2016/linux-kernel-cddl.html. * ^ <> Moglen, Eben <>; Choudhary, Mishi (26 February 2016). "The Linux Kernel, CDDL and Related Issues" https://softwarefreedom.org/resources/2016/linux-kernel-cddl.html. Historically, there's been things like the original Andrew filesystem module: a standard filesystem that really wasn't written for Linux in the first place, and just implements a UNIX filesystem. Is that derived just because it got ported to Linux that had a reasonably similar VFS interface to what other UNIXes did? ... Personally, I think that case wasn't a derived work, and I was willing to tell the AFS guys so. * ^ <> Copying https://git.kernel.org/cgit/linux/kernel/git/torvalds/linux.git/tree/COPYING on git.kernel.org "NOTE! This copyright does *not* cover user programs that use kernel services <> by normal system calls <> this is merely considered normal

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* SPARCstation/server/center <>
* 1 <>
* 2 <>
* 4 <>
* 5 <>
* 10 <>
* 20 <>
* IPC <>
* IPX <>
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* ZX <>
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* Ultra <>
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- * T2000 <>
- * X4500 <>
- * SPARC Enterprise <>
- * JavaStation <> * Java Workstation <>
- * Ray <>
- * Cobalt Qube <>
- * Cobalt RaQ <>

Processors

- * SPARC <>
- * MB86900 <>
- * microSPARC <>
- * SuperSPARC <>
- * UltraSPARC <>
- * UltraSPARC II <>
- * UltraSPARC IIe
- * UltraSPARC IIi
- * Gemini
- * UltraSPARC III <>
- * UltraSPARC III Cu
- * UltraSPARC IIIi
- * UltraSPARC IV <>
- * UltraSPARC T1 <>
- * UltraSPARC T2 <>
- * SPARC T3 <>
- * SPARC T4 <>
- * SPARC T5 <> * Rock <>
- * MAJC <>

Other

- * Sun4d <>
- * SBus <>
- * Fireplane <>
- * LOM port <>
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- * Modular Datacenter <>
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- * System Service Processor <>
- * SPARC T series <>
- * SPOT <>
- * Ultra Port Architecture <>
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Software

- * SunOS <>
- * Solaris <>
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- * SunView <>
- * NeWS <> * OpenWindows <>
- * Java Desktop System <>
- * Studio <>
- * Java <>
- * StarOffice <>
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- * xVM <>
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- * VirtualBox <>

Storage

- * StorageTek 5800 System <>
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- * Open Storage <>
- * QFS <>
- * ZFS <>

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- * Cookie statement
- https://foundation.wikimedia.org/wiki/Special:MyLanguage/Policy:Cookie_statement
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