



# LICENSING BIBLE

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Branch: **master** (97a9036078076394dc642a0c2d2a4c62ba3bfd64)


Created on **2023-10-13 16:30 UTC**

## Bill of components

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### Libraries (java)

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 org.jboss.ejb3:jboss-ejb3-ext-api -- (compile)

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 aopalliance:aopalliance 1.0 (compile)

PUBDOM

(registry)

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 axis 1.4 (compile)

Apache-2.0

(registry)

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 axis:axis-jaxrpc 1.4 (compile)

Apache-2.0

(registry)

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 captcha-simplecaptcha 1.1.1 (compile)

LGPL-2.1-only

(registry)


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 com.lowagie:itext 1.3 (compile)

AGPL-3.0

(registry)


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 commons-beanutils:commons-beanutils 1.8.0 (compile)

Apache-2.0

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 commons-collections:commons-collections 3.2 (compile)

Apache-2.0

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 commons-digester:commons-digester 1.8 (compile)

Apache-2.0

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 commons-discovery:commons-discovery 0.2 (compile)

Apache-2.0

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 commons-httpclient:commons-httpclient 2.0.2 (compile)

Apache-2.0

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✓ commons-lang:commons-lang 2.4 (compile)

[Apache-2.0](#)

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✓ commons-logging:commons-logging 1.1.3 (compile)

[Apache-2.0](#)

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✓ commons-logging:commons-logging-api 1.1 (compile)

[Apache-2.0](#)

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✓ csi-apachesoap 1.4.5 (compile)

[Apache-2.0](#)

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✓ csi-core 1.4.5 (compile)

[Apache-2.0](#)

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✓ csi-ejb 1.4.5 (compile)

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✓ csi-ejb-weblogic 1.4.5 (compile)

[Apache-2.0](#)

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✓ csi-rmi 1.4.5 (compile)

[Apache-2.0](#)

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✓ csi-stadapter 1.4.5 (compile)

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✓ csi-tools 1.4.5 (compile)

[Apache-2.0](#)

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✓ csiui-csiuicore 1.4.1 (compile)

[Apache-2.0](#)

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CSI Piemonte (codice sorgente rilasciato su richiesta)

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✔ custom-component 3.0.1 (compile)

[Apache-2.0](#)

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✔ displaytag:displaytag 1.2 (compile)

[Artistic](#)

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✔ displaytag:displaytag-export-poi 1.2 (compile)

[Artistic-2.0](#)

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✔ ejb 2.1 (compile)

[CDDL](#)

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✔ flexjson 2.1 (compile)

[Apache-2.0](#)

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✔ hibernate-jpa 2.0 (compile)

[LGPL-2.1](#)

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✔ hibernate-validator 4.3.2 (compile)

[Apache-2.0](#)

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✔ iridev2-pep-base-wsnmsf 1.0.0 (compile)

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✔ iridev2-pep-intf 2.0.0 (compile)

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✔ jaas 1.0 (compile)

[CDDL](#)

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✔ javassist:javassist 3.11.0.GA (compile)

GPL

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✔ javax.activation:activation -- (compile)

CDDL-1.1

AAL

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✔ javax.inject:1.0.0 (compile)

Apache-2.0

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✔ javax.jws:jsr181-api -- (compile)

libpng-2.0

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✔ javax.mail:mail -- (compile)

libpng-2.0

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✔ javax.servlet:jstl 1.2 (compile)

CDDL

GPL-2.0

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✔ javax.validation:validation-api -- (compile)

Apache-2.0

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✔ javax.xml.bind:activation 1.0.2 (compile)

CDDL-1.1

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✔ jaxp 1.1 (compile)

Apache-2.0

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✔ jboss-annotations-api 1.1 (compile)

Apache-2.0

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✔ jboss-connector-api 1.6 (compile)

CDDL

GPL

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✓ jboss-ejb-api 3.1 (compile)  
[CDDL-or-GPL-2-with-Classpath-Exception](#)  
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✓ jboss-el-api 2.2 (compile)  
[CDDL](#)  
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✓ jboss-interceptors-api 1.1 (compile)  
[CDDL](#)  
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✓ jboss-jacc-api 1.4 (compile)  
[CDDL](#)  
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✓ jboss-jaspi-api 1.0 (compile)  
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✓ jboss-jaxb-api 2.2 (compile)  
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✓ jboss-jaxrpc-api 1.1 (compile)  
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✓ jboss-jaxrs-api 1.1 (compile)  
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✓ jboss-jaxws-api 2.2 (compile)  
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✓ jboss-jms-api 1.1 (compile)  
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✓ jboss-jsf-api 2.1 (compile)  
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✓ jboss-jsp-api 2.2 (compile)  
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✓ jboss-jstl-api 1.2 (compile)

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✓ jboss-rmi-api 1.0 (compile)

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✓ jboss-saaj-api 1.3 (compile)

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✓ jboss-servlet-api 3.0 (compile)

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✓ jboss-transaction-api 1.1 (compile)

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✓ jms 1.0.2 (compile)

[CDDL](#)

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✓ jndi 1.2.1 (compile)

[CDDL](#)

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✓ log4j:log4j 1.2.14 (compile)

[Apache-2.0](#)

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✓ net.htmlparser.jericho:jericho-html -- (compile)

[Apache-2.0](#)

[EPL-2.0](#)

[LGPL-3.0](#)

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✓ ognl:ognl 3.0.21 (compile)

[Apache-2.0](#)

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✓ ojdbc14 10.2.0.3.0 (compile)

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✓ org.apache.commons:commons-lang3 3.1 (compile)

[Apache-2.0](#)

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✓ org.apache.poi:poi 3.2-FINAL (compile)

[Apache-2.0](#)

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✓ org.apache.struts.xwork:xwork-core 2.3.35 (compile)

[Apache-2.0](#)

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✓ org.apache.struts:struts2-core 2.3.35 (compile)

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✓ org.apache.struts:struts2-portlet-plugin 2.3.35 (compile)

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✓ org.apache.struts:struts2-spring-plugin 2.3.35 (compile)

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✓ org.beanshell:bsh 2.0b4 (compile)

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✓ org.freemarker:freemarker 2.3.28 (compile)

[Apache-2.0](#)

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✓ org.jboss.logging:jboss-logging -- (compile)

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✓ org.jboss.resteasy:resteasy-jaxb-provider -- (compile)

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✓ org.jboss.resteasy:resteasy-jaxrs -- (compile)

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✓ org.jboss.resteasy:resteasy-multipart-provider -- (compile)

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✔ org.springframework:spring-aop 3.1.1.RELEASE (compile)  
[Apache-2.0](#)  
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✔ org.springframework:spring-asm 3.1.1.RELEASE (compile)  
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✔ org.springframework:spring-beans 3.1.1.RELEASE (compile)  
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✔ org.springframework:spring-context 3.1.1.RELEASE (compile)  
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✔ org.springframework:spring-core 3.1.1.RELEASE (compile)  
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✔ org.springframework:spring-expression 3.1.1.RELEASE (compile)  
[Apache-2.0](#)  
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✔ org.springframework:spring-jdbc 3.1.1.RELEASE (compile)  
[Apache-2.0](#)  
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✔ org.springframework:spring-tx 3.1.1.RELEASE (compile)  
[Apache-2.0](#)  
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✔ org.springframework:spring-web 3.1.1.RELEASE (compile)  
[Apache-2.0](#)  
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✔ org.zenframework.z8.dependencies.commons:commons-fileupload-1.3.1 2.0 (compile)  
[MIT](#)  
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✔ org.zenframework.z8.dependencies.commons:commons-io-2.2 2.0 (compile)  
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✔ portlet 6.1.10 (compile)

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✔ remincl 1.0.2 (compile)

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✔ servlet 2.4 (compile)

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✔ servlet-jsp 2.0 (compile)

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✔ soap:soap 2.3.1 (compile)

[CDDL](#)

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✔ token-retry 2.0.0 (compile)

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✔ token-retry-plugin-axis 1.4 (compile)

[Apache-2.0](#)

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✔ util-beanlocatorfactory 1.0.1 (compile)

[Apache-2.0](#)

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✔ util-perf 1.0.1 (compile)

[Apache-2.0](#)

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✔ util-struts2-csitemplate 2.0.1 (compile)

[Apache-2.0](#)

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✔ weblogic-client 3.0.0 (compile)  
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✔ wsadp 2.1.0 (compile)  
[Apache-2.0](#)  
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✔ wsdl4j:wsdl4j 1.5.1 (compile)  
[CPL-1.0](#)  
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✔ xerces 1.4.4 (compile)  
[Apache-2.0](#)  
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FSF <> approved <>Yes (only 1.0)[1] <>

OSI <> approved <>Yes (only 1.0)[2] <>

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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 characteristics 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 something copyleft <>, 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 both this 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] <>

cdrttools controversy[edit <>]

The GPL compatibility question was also the source of a controversy behind a partial relicensing of cdrttools <> to the CDDL which had been previously all GPL. In 2006, the Debian <> project declared the cdrttools legally undistributable because the build 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 cdrttools 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 can not 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 letters 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, and announced their intent to clarify this question, even by court.[38] <>[39] <> In April 2016, theUbuntu <> 16.04 LTS <> release included the CDDL-licensed ZFS on Linux <>.[40] <>

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 <>[41] <>
- \* 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 <>

References[edit <>]

- \* ^ a <> b <> c <> d <> e <> f <> g <> "Various Licenses and Comments About Them - Common Development and Distribution License" <https://www.gnu.org/licenses/license-list.html#CDDL>. Free Software Foundation . Retrieved2020-10-14.
- \* ^ a <> b <> "Can code licensed under the CDDL be combined with code licensed under other open source licenses?" <https://web.archive.org/web/20091006181308/http://opensolaris.org/os/about/faq/licensing\_faq/#CDDL-combo> .OpenSolaris FAQ: Common Development and Distribution License (CDDL). OpenSolaris. Archived fromthe original <http://www.opensolaris.org/os/about/faq/licensing\_faq/#CDDL-combo> on 2009-10-06.
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- \* ^ <> CDDL\_MPL\_redline.pdf <https://web.archive.org/web/20060816050912/http://www.sun.com/cddl/CDDL\_MPL\_redline.pdf> on sun.com (archived)
- \* ^ 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](https://opensource.org/licenses/CDDL-1.0). 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 from the original <[http://www.netbeans.org/about/legal/license-change.html#Why\\_change\\_licenses?](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 12, 2005)

\* ^ 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%3Ams%3A11636%3A200607%3Anknhhdligldemhkfhpdpd>> . Archived from the original <<http://crynwr.com/cgi-bin/ezmlm-cgi?3:mss:11636:200607:nknhhdligldemhkfhpdpd>> Archived <<https://web.archive.org/web/20140104020911/http://crynwr.com/cgi-bin/ezmlm-cgi?3:mss:11636:200607:nknhhdligldemhkfhpdpd>> 2014-01-04 at the Wayback Machine <> on 2012-02-05. Retrieved 2013-01-03.

\* ^ a <> b <> c <> "Sun Proposes New Open-Source License" <<http://www.eweek.com/c/a/Linux-and-Open-Source/Sun-Proposes-New-OpenSource-License>> .

\* ^ <> "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](https://web.archive.org/web/20150529114715/https://blogs.oracle.com/chandan/entry/copyrights_licenses_and_cddl_illustrated)> . [blogs.oracle.com](https://blogs.oracle.com/chandan/entry/copyrights_licenses_and_cddl_illustrated). Archived from the original <[https://blogs.oracle.com/chandan/entry/copyrights\\_licenses\\_and\\_cddl\\_illustrated](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 <[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](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 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](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](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](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](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 question, 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"  
<<https://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](https://fedoraproject.org/wiki/Forbidden_items#cdrtools)>. fedoraproject.org.  
Retrieved 2020-07-18.

\* ^ <> 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](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 use of the kernel, and does \*not\* fall under the heading of "derived work"."

\* ^ <> Software Freedom Law Center Appoints Two New Attorneys to Defend and Support Free and Open Source Software  
<<http://www.softwarefreedom.org/news/2005/oct/31/new-attorneys/>> (October 31,

2005)

\* ^ <> GPL Violations Related to Combining ZFS and Linux

<<https://sfconservancy.org/blog/2016/feb/25/zfs-and-linux/>> on sfconservancy.org byBradley M. Kuhn <> and Karen M. Sandler <> "Ultimately, various Courts in the world will have to rule on the more general question of Linux combinations. Conservancy is committed to working towards achieving clarity on these questions in the long term. That work began in earnest last year with the VMware lawsuit, and our work in this area will continue indefinitely, as resources permit. We must do so, because, too often, companies are complacent about compliance. While we and other community-driven organizations have historically avoided lawsuits at any cost in the past, the absence of litigation on these questions caused many companies to treat the GPL as a weaker copyleft than it actually is." (February 25, 2016)

\* ^ <> GPL Violations Related to Combining ZFS and Linux

<<https://sfconservancy.org/blog/2016/feb/25/zfs-and-linux/>> on sfconservancy.org byBradley M. Kuhn <> and Karen M. Sandler <>, "Conservancy (as a Linux copyright holder ourselves), along with the members of our coalition in the GPL Compliance Project for Linux Developers, all agree that Canonical and others infringe Linux copyrights when they distribute zfs.ko."

\* ^ <> "openzfs/zfs" <<https://github.com/openzfs/zfs>>. GitHub. Retrieved 2020-07-18.

\* ^ <> "illumos Distributions"

<<https://wiki.illumos.org/display/illumos/Distributions>>. The illumos Family. illumos. 20 March 2017.

External links[edit <>]

\* Common Development and Distribution License (CDDL) Information

<<https://web.archive.org/web/20090304142159/http://www.sun.com/cddl/>>, archived fromthe original <<http://www.sun.com/cddl/>> on 2009-03-04

\* "CDDL 1.0 copy at opensource.org" <<http://opensource.org/licenses/CDDL-1.0>>

. 31 October 2006. Retrieved 9 April 2013.

\* Redline diffs between MPL1.1 and CDDL

<[https://web.archive.org/web/20090304142159/http://www.sun.com/cddl/CDDL\\_MPL\\_redline.pdf](https://web.archive.org/web/20090304142159/http://www.sun.com/cddl/CDDL_MPL_redline.pdf)> (PDF), p. 9, archived from the original

<[http://www.sun.com/cddl/CDDL\\_MPL\\_redline.pdf](http://www.sun.com/cddl/CDDL_MPL_redline.pdf)> (PDF) on 2009-03-04

\* Summary description of changes

<[https://web.archive.org/web/20090304142159/http://www.sun.com/cddl/CDDL\\_why\\_summary.html](https://web.archive.org/web/20090304142159/http://www.sun.com/cddl/CDDL_why_summary.html)> , archived fromthe original <[http://www.sun.com/cddl/CDDL\\_why\\_summary.html](http://www.sun.com/cddl/CDDL_why_summary.html)> on 2009-03-04

\* Detailed description of changes

<[https://web.archive.org/web/20090304142159/http://www.sun.com/cddl/CDDL\\_why\\_details.html](https://web.archive.org/web/20090304142159/http://www.sun.com/cddl/CDDL_why_details.html)> , archived fromthe original <[http://www.sun.com/cddl/CDDL\\_why\\_details.html](http://www.sun.com/cddl/CDDL_why_details.html)> on 2009-03-04

\* FAQ on CDDL on Open Solaris Site

<[https://web.archive.org/web/20071027082141/http://www.opensolaris.org/os/about/faq/licensing\\_faq/](https://web.archive.org/web/20071027082141/http://www.opensolaris.org/os/about/faq/licensing_faq/)>

\* Copyrights, Licenses and CDDL Illustrated

<[https://web.archive.org/web/20150529114715/https://blogs.oracle.com/chandan/entry/copyrights\\_licenses\\_and\\_cddl\\_illustrated](https://web.archive.org/web/20150529114715/https://blogs.oracle.com/chandan/entry/copyrights_licenses_and_cddl_illustrated)> on oracle.com (2006)

\* The Common Development and Distribution License

<<https://lwn.net/Articles/114839/>>, Linux Weekly News <> Editorial (December 8, 2004)

\* CDDL Analysis from a DFSG perspective, and Opinion Piece

<<http://soundadvice.id.au/blog/2005/02/04/#cddl>> (2005)

\* v <>

\* t <>

\* e <>Sun Microsystems <> (acquired by Oracle <>)

Hardware

\* Sun-1 <>

\* Sun-2 <>

\* Sun-3 <>

\* Sun386i <>

\* Sun-4 <>

\* SPARCstation <>

\* 1 <>

\* 2 <>

\* 10 <>

\* 20 <>

\* 5 <>

\* Netra <>

\* Ultra <>

\* Enterprise <>

\* Sun Blade <>

\* Sun Fire <>

\* SPARC Enterprise <>

\* SPARC <>

\* JavaStation <>

- \* Sun Ray <>
- \* Sun Modular Datacenter <>

#### Software

- \* SunOS <>
- \* Solaris <>
- \* NIS <>
- \* NIS+ <>
- \* NFS <>
- \* ZFS <>
- \* SunView <>
- \* NeWS <>
- \* OpenWindows <>
- \* Java Desktop System <>
- \* Studio <>
- \* Java <>
- \* StarOffice <>
- \* iPlanet <>
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- \* Sun Secure Global Desktop <>
- \* MySQL <>
- \* Sun xVM <>
- \* GlassFish <>
- \* VirtualBox <>

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- \* Sun Open Storage <>
- \* QFS <>
- \* ZFS <>

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- \* Sun Visualization System <>
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#### Research

- \* Sun Microsystems Laboratories <>
- \* picoJava <>
- \* Fortress <>
- \* Project Looking Glass <>

#### Education

- \* SCPs <>
- \* BlueJ <>

#### Community

- \* Common Development and Distribution License <>
- \* Java Community Process <>
- \* NetBeans <>
- \* OpenOffice.org <>
- \* OpenSolaris <>
- \* OpenSPARC <>
- \* OpenJDK <>
- \* Open Source University Meetup <>

#### People <>

- \* Bill Joy <>
- \* Andy Bechtolsheim <>
- \* Scott McNealy <>
- \* Vinod Khosla <>

#### Slogans

- \* The Network is the Computer <>
- \* Write once, run anywhere <>

#### Category <> Retrieved from "

[https://en.wikipedia.org/w/index.php?title=Common\\_Development\\_and\\_Distribution\\_License&oldid=1171378723](https://en.wikipedia.org/w/index.php?title=Common_Development_and_Distribution_License&oldid=1171378723)

<[https://en.wikipedia.org/w/index.php?title=Common\\_Development\\_and\\_Distribution\\_License&oldid=1171378723](https://en.wikipedia.org/w/index.php?title=Common_Development_and_Distribution_License&oldid=1171378723)>

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