LICENSING BIBLE

Project: **sigit/sigitwebn**

Branch: **mainline** (8538c0c23dbee84898cf22a01d0aba36015f204c)

Created on **2026-01-14 07:54 UTC**

📓 Bill of components

Libraries (java)

✅ infrastruttura di cooperazione per diagnostica 1.2.1 (compile)
   mitigated - Libreria di prodotto

(registry)

✅ sigitext-sigitext-client 2.2.0 (compile)
   mitigated - Libreria di prodotto

(registry)

✅ sigitweb-xmlbean-client -- (compile)
   mitigated - Libreria di prodotto

(registry)

✅ aaeporch-cxfclient 2.0.0 (compile)
   Apache-2.0
   MIT

CSI Piemonte (codice sorgente rilasciato su richiesta)

(registry)

✅ aopalliance:aopalliance 1.0 (compile)
   PUBDOM

(registry)

✅ axis 1.4 (compile)
   Apache-2.0

(registry)

✅ axis:axis-jaxrpc 1.4 (compile)
   Apache-2.0

(registry)

✅ captcha-simplecaptcha 1.1.1 (compile)
   LGPL-2.1-only

(registry)

✅ cglib:cglib-nodep 2.1_3 (compile)
   Apache-2.0

(registry)

✅ com.auth0:java-jwt 3.3.0 (compile)
   MIT

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(registry)

✅ com.fasterxml.jackson.core:jackson-annotations 2.9.9 (compile)
   Apache-2.0
(registry)

✅ com.fasterxml.jackson.core:jackson-core 2.9.9 (compile)
   Apache-2.0

Copyright (c) 2007 Tatu Saloranta, tatu.salorantaiki.fi/package tools.jackson.core;
(registry)

✅ com.fasterxml.jackson.core:jackson-databind 2.9.9 (compile)
   Apache-2.0
   LGPL-3.0-only

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(registry)

✅ com.lowagie:itext 2.1.7 (compile)
   MPL-1.0
   MPL-1.1
(registry)

✅ com.sun.xml.bind:jaxb-impl 2.1.12 (compile)
   CDDL-1.1
(registry)

✅ com.sun.xml.bind:jaxb-xjc 2.1.12 (compile)
   CDDL-1.1
(registry)

✅ com.sun.xml.bind:jaxb1-impl 2.1.12 (compile)
   CDDL-1.1
   CNRI-Python-GPL-Compatible
(registry)

✅ commons-beanutils:commons-beanutils 1.8.0 (compile)
   Apache-2.0
(registry)

✅ commons-codec:commons-codec 1.7 (compile)
   Apache-2.0
(registry)

✅ commons-collections:commons-collections 3.2 (compile)
   Apache-2.0
(registry)

✅ commons-digester:commons-digester 1.8 (compile)
   Apache-2.0
(registry)

✅ commons-discovery:commons-discovery 0.2 (compile)
   Apache-2.0
(registry)

✅ commons-httpclient:commons-httpclient 3.0.1 (compile)
   Apache-1.0
(registry)

✅ commons-lang:commons-lang 2.4 (compile)
   Apache-2.0
(registry)

✅ commons-logging:commons-logging 1.1.3 (compile)
   Apache-2.0
(registry)

✅ commons-logging:commons-logging-api 1.1 (compile)
   Apache-2.0
(registry)

✅ csi-core 1.4.5 (compile)
   Apache-2.0
(registry)

✅ csi-ejb 1.4.5 (compile)
   Apache-2.0
(registry)

✅ csi-ejb-weblogic 1.4.5 (compile)
   Apache-2.0
(registry)

✅ csi-stadapter 1.4.5 (compile)
   Apache-2.0
(registry)

✅ csiui-csiuicore 1.4.1 (compile)
   Apache-2.0
   MIT
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✅ custom-component 3.0.1 (compile)

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✅ displaytag:displaytag 1.2 (compile)

[Artistic](#)

[(registry)](#)

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

[Artistic-2.0](#)

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✅ dom implementation xerces-j_2_0_1_01 (compile)

[Apache-2.0](#)

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✅ dom4j 1.3 (compile)

[BSD](#)

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✅ ecmengine-common 6.2.0 (compile)

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✅ ecmengine-engine-client 6.2.0 (compile)

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✅ ecmengine-mtom-client 7.5.0 (compile)

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✅ ecmengine-ws-client 12.2.0 (compile)

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✅ ejb 2.1 (compile)
  CDDL
(registry)

✅ expression language 2.2 api 1.0.4.final-redhat-1 (compile)
  CDDL
(registry)

✅ htmpl 1.3.2 (compile)
  Apache-2.0
(registry)

✅ iridev2-pep-base-wsnmsf 1.0.0 (compile)
  Apache-2.0
  MIT
CSI Piemonte
(registry)

✅ iridev2-pep-intf 2.0.0 (compile)
  Apache-2.0
Libreria rilasciata su richiesta (CSI Piemonte)
(registry)

✅ jaas 1.0 (compile)
  CDDL
(registry)

✅ jacc 1.4 api 1.0.3.final-redhat-1 (compile)
  CDDL
  GPL-2.0-only
(registry)

✅ java api for xml processing reference implementation 1.2.2-fcs (compile)
  CDDL
  GPLV2+CE
(registry)

✅ java(tm) api for xml-based web services 2.2 2.0.2.final-redhat-1 (compile)
  CDDL
(registry)

✅ javaserver pages(tm) standard tag library 1.2 api 1.0.6.final-redhat-1 (compile)
  Apache-2.0
(registry)

✓ javaserver(tm) faces 2.1 api 2.1.28.final-redhat-1 (compile)
 CDDL
(registry)

✓ javassist:javassist 3.11.0.GA (compile)
 LGPL-2.1-only
 MPL-1.1
(registry)

✓ javax.activation:activation 1.1.1.redhat-4 (compile)
 CDDL-1.0
(registry)

✓ javax.inject:javax.inject 1.0.0.redhat-5 (compile)
 Apache-2.0
(registry)

✓ javax.jws:jsr181-api 1.0.0.MR1-redhat-7 (compile)
 libpng-2.0
(registry)

✓ javax.mail:mail -- (compile)
 CDDL
 GPL-2.0-only
(registry)

✓ javax.servlet:jstl 1.2 (compile)
 CDDL
 GPL-2.0
(registry)

✓ javax.validation:validation-api 1.0.0.GA-redhat-3 (compile)
 Apache-2.0
(registry)

✓ javax.xml.bind:activation 1.0.2 (compile)
 CDDL-1.1
(registry)

✓ jax-qname 1.0 (compile)
 CDDL
(registry)

✓ jaxb-api 2.1.12 (compile)
 CDDL+GPL
(registry)

✅ jboss [eap] 4.3.0.ga (build: svntag=jbpapp_4_3_0_ga date=200801031548) (compile)
    LGPL-2.1

RedHat

(registry)

✅ jboss ejb 3 extension api 2.1.0.redhat-1 (compile)
    CDDL
    GPLV2+CE

(registry)

✅ jms 1.0.2 (compile)
    CDDL

(registry)

✅ jndi 1.2.1 (compile)
    CDDL

(registry)

✅ log4j:log4j 1.2.15 (compile)
    Apache-2.0

(registry)

✅ msgadp-jaxb 1.0.1 (compile)
    Apache-2.0
    MIT

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✅ msgadp-jaxb-tools 1.0.1 (compile)
    Apache-2.0
    MIT

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✅ net.htmlparser.jericho:jericho-html -- (compile)
    Apache-2.0
    EPL-2.0
    LGPL-3.0

(registry)

✅ net.sf.flexjson:flexjson 2.1 (compile)
    Apache-2.0

(registry)

✅ net.sourceforge.jexcelapi:jxl 2.6 (compile)
    LGPL-2.0-only

(registry)

✓ ognl:ognl 3.0.21 (compile)
    Apache-2.0

(registry)

✓ org.apache.commons:commons-lang3 3.1 (compile)
    Apache-2.0

(registry)

✓ org.apache.cxf.xjcplugins:cxf-xjc-boolean 2.2.5 (compile)
    Apache-2.0

(registry)

✓ org.apache.cxf:cxf-distribution-manifest 2.2.5 (compile)
    Apache-2.0

(registry)

✓ org.apache.geronimo.specs:geronimo-activation_1.1_spec 1.0.2 (compile)
    Apache-2.0

(registry)

✓ org.apache.geronimo.specs:geronimo-activation_1.1_spec 1.1 (compile)
    Apache-2.0

(registry)

✓ org.apache.geronimo.specs:geronimo-annotation_1.0_spec 1.1.1 (compile)
    Apache-2.0

(registry)

✓ org.apache.geronimo.specs:geronimo-jaxws_2.1_spec 1.0 (compile)
    Apache-2.0

(registry)

✓ org.apache.geronimo.specs:geronimo-stax-api_1.0_spec 1.0.1 (compile)
    Apache-2.0

(registry)

✓ org.apache.geronimo.specs:geronimo-ws-metadata_2.0_spec 1.1.2 (compile)
    Apache-2.0

(registry)

✓ org.apache.neethi:neethi 2.0.4 (compile)
    Apache-2.0

(registry)

✓ org.apache.poi:poi 3.9 (compile)
    Apache-2.0

(registry)

✅ org.apache.poi:poi-ooxml 3.9 (compile)
[Apache-2.0](registry)
(registry)

✅ org.apache.poi:poi-ooxml-schemas 3.9 (compile)
[Apache-2.0]
(registry)

✅ org.apache.poi:poi-scratchpad 3.9 (compile)
[Apache-2.0]
(registry)

✅ org.apache.struts.xwork:xwork-core 2.3.35 (compile)
[Apache-2.0]
(registry)

✅ org.apache.struts:struts2-core 2.3.35 (compile)
[Apache-2.0]
(registry)

✅ org.apache.struts:struts2-portlet-plugin 2.3.35 (compile)
[Apache-2.0]
(registry)

✅ org.apache.struts:struts2-spring-plugin 2.3.35 (compile)
[Apache-2.0]
(registry)

✅ org.apache.ws.schema:XmlSchema 1.4.5 (compile)
[Apache-2.0]
(registry)

✅ org.apache.xmlbeans:xmlbeans 2.4.0 (compile)
[Apache-2.0]
(registry)

✅ org.beanshell:bsh 2.0b4 (compile)
[LGPL-2.1-only]
(registry)

✅ org.bouncycastle:bcprov-jdk15on 1.55 (compile)
[CDDL+GPL]

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org.codehaus.jettison:jettison 1.3.8 (compile)
Apache-2.0
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(registry)

org.codehaus.woodstox:wstx-asl 3.2.9 (compile)
Apache-2.0
(registry)

org.freemarker:freemarker 2.3.28 (compile)
Apache-2.0
Abstyles
(registry)

org.hibernate.javax.persistence:hibernate-jpa-2.0-api 1.0.1.Final-redhat-3 (compile)
MIT
Apache-2.0
(registry)

org.hibernate:hibernate-validator 4.3.2.Final-redhat-2 (compile)
Apache-2.0
(registry)

org.jboss.logging:jboss-logging 3.1.4.GA-redhat-2 (compile)
LGPL-2.1-only
Apache-2.0
(registry)

org.jboss.resteasy:resteasy-jaxb-provider 2.3.10.Final-redhat-1 (compile)
Apache-2.0
(registry)

org.jboss.resteasy:resteasy-jaxrs 2.3.10.Final-redhat-1 (compile)
Apache-2.0
(registry)

org.jboss.resteasy:resteasy-multipart-provider 2.3.10.Final-redhat-1 (compile)
Apache-2.0
(registry)

org.jboss.spec.javax.annotation:jboss-annotations-api_1.1_spec 1.0.1.Final-redhat-3 (compile)
LGPL
(registry)

org.jboss.spec.javax.ejb:jboss-ejb-api_3.1_spec 1.0.2.Final-redhat-3 (compile)
LGPL
(registry)

✅ org.jboss.spec.javax.interceptor:jboss-interceptors-api_1.1_spec 1.0.1.Final-redhat-3 (compile)
    LGPL-2.1
(registry)

✅ org.jboss.spec.javax.jms:jboss-jms-api_1.1_spec 1.0.1.Final-redhat-3 (compile)
    LGPL-2.1
(registry)

✅ org.jboss.spec.javax.resource:jboss-connector-api_1.6_spec 1.0.1.Final-redhat-3 (compile)
    LGPL-2.1
(registry)

✅ org.jboss.spec.javax.rmi:jboss-rmi-api_1.0_spec 1.0.4.Final-redhat-3 (compile)
    LGPL
(registry)

✅ org.jboss.spec.javax.security.auth.message:jboss-jaspi-api_1.0_spec 1.0.1.Final-redhat-3 (compile)
    LGPL
(registry)

✅ org.jboss.spec.javax.servlet.jsp:jboss-jsp-api_2.2_spec 1.0.2.Final-redhat-1 (compile)
    LGPL
(registry)

✅ org.jboss.spec.javax.servlet:jboss-servlet-api_3.0_spec 1.0.2.Final-redhat-2 (compile)
    CDDL-1.0
    GPL-2.0-only
(registry)

✅ org.jboss.spec.javax.transaction:jboss-transaction-api_1.1_spec 1.0.1.Final-redhat-3 (compile)
    LGPL-2.1
    CDDL-1.0
(registry)

✅ org.jboss.spec.javax.ws.rs:jboss-jaxrs-api_1.1_spec 1.0.1.Final-redhat-3 (compile)
    CDDL-1.1
    GPL-2.0-only
(registry)

✅ org.jboss.spec.javax.xml.bind:jboss-jaxb-api_2.2_spec 1.0.4.Final-redhat-3 (compile)
    LGPL
(registry)

✅ org.jboss.spec.javax.xml.rpc:jboss-jaxrpc-api_1.1_spec 1.0.1.Final-redhat-4 (compile)
    LGPL
(registry)

✅ org.springframework:spring-aop 3.1.1.RELEASE (compile)
   Apache-2.0
(registry)

✅ org.springframework:spring-asm 3.1.1.RELEASE (compile)
   Apache-2.0
(registry)

✅ org.springframework:spring-beans 3.1.1.RELEASE (compile)
   Apache-2.0
(registry)

✅ org.springframework:spring-context 3.1.1.RELEASE (compile)
   Apache-2.0
(registry)

✅ org.springframework:spring-core 3.1.1.RELEASE (compile)
   Apache-2.0
(registry)

✅ org.springframework:spring-expression 3.1.1.RELEASE (compile)
   Apache-2.0
(registry)

✅ org.springframework:spring-jdbc 3.1.1.RELEASE (compile)
   Apache-2.0
(registry)

✅ org.springframework:spring-tx 3.1.1.RELEASE (compile)
   Apache-2.0
(registry)

✅ org.springframework:spring-web 3.1.1.RELEASE (compile)
   Apache-2.0
(registry)

✅ org.zenframework.z8.dependencies.commons:commons-fileupload-1.3.1 2.0 (compile)
   MIT
(registry)

✅ org.zenframework.z8.dependencies.commons:commons-io-2.2 2.0 (compile)
   MIT
(registry)

✅ oro:oro 2.0.8 (compile)
   Apache-1.1
(registry)

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portlet 6.1.10 (compile)
Apache-2.0
MIT
CSI Piemonte
(registry)

postgresql:postgresql 9.0-801.jdbc3 (compile)
BSD
(registry)

remincl 1.0.2 (compile)
Apache-2.0
MIT
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(registry)

sax implementation xerces-j_2_0_1_01 (compile)
Apache-2.0
(registry)

servlet 2.4 (compile)
CDDL-1.1
(registry)

servlet-jsp 2.0 (compile)
CDDL+GPL
(registry)

soap with attachments api for java 1.3 1.0.3.final-redhat-1 (compile)
CDDL
(registry)

soap:soap 2.3.1 (compile)
CDDL
(registry)

token-retry 2.0.0 (compile)
Apache-2.0
MIT
CSI Piemonte
(registry)

token-retry-plugin-axis 1.4 (compile)
Apache-2.0
(registry)

✅ tope-dbmng-delegate 4.3.0 (compile)
Apache-2.0
MIT
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✅ tope-delegate 4.3.0 (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 server 9.2 mp2 mon jun 25 01:32:01 edt 2007 952826 9.2.2.0 (compile)
PROPRIETARY
Oracle
(registry)

✅ wsadp 2.1.0 (compile)
Apache-2.0
MIT
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(registry)

✅ wsdl4j 1.6.2 (compile)
CPL-1.0
(registry)

✅ wsdl4j 1.6.3.redhat-1 (compile)
CPL-1.0
(registry)

✓ xalan:xalan -- (compile)
  Apache-2.0
(registry)

✓ xerces 1.4.4 (compile)
  Apache-2.0
(registry)

✓ xercesImpl 2.0.1 (compile)
  Apache-2.0
(registry)

✓ xml-resolver:xml-resolver 1.2 (compile)
  Apache-2.0
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✓ xsltc 2.3.1 (compile)
  Apache-2.0
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Unlike strong copyleft <> licenses like the GPL, mixing of CDDL licensed
source code files with source code files under other licenses is permitted
without relicensing. The resulting compiled software product ("binary") can be
licensed and sold under a different license, as long as the source code is
still available under CDDL, which should enable more commercial business cases,
according to Sun.[5] <>[6] <>[7] <>

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 theGPLv3 <>.[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 thatviolates 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 ofOpenZFS <> 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 <>.[citation needed <>]

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 <>[39] <>
 * OpenZFS <> multi platform open source volume manager and file system
 * NetBeans <> IDE and RCP
 * GlassFish <>
 * 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.
 * ^ <> 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, We have drafted a new open source license ...
 * ^ <> 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. 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 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%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>
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 * ^ 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-License>
. Archived fromthe original <http://www.eweek.com/c/a/Linux-and-Open-Source/Sun-Proposes-New-OpenSource-License>
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 * ^ <> "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 <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>
, 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...
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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 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
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 * ^ <> "Neuer Streit um cdrtools"
<http://www.pro-linux.de/news/1/10155/neuer-streit-um-cdrtools.html>. Pro-Linux
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miteinander kompatibel. Die Regeln werden oftmals falsch ausgelegt. Die
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 * ^ <> Michael Larabel <> (6 October 2015). "Ubuntu Is Planning To Make The
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 * ^ <> Dustin Kirkland (18 February 2016). "ZFS Licensing and Linux"
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 * ^ <> 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)
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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.
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<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
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sfconservancy.org byBradley M. Kuhn <> and Karen M. Sandler <>, "Conservancy

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(PDF), p. 9, archived from the original
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<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> on
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2009-03-04
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 * 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 <>
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 * e <>Sun Microsystems <>
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Systems
 * SUN workstation <>
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* T2000 <>
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* SPARC Enterprise <>
* JavaStation <>
* Java Workstation <>
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* Cobalt Qube <>
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* Gemini
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* Rock <>
* MAJC <>

* Sun4d <>
* SBus <>
* Fireplane <>
* LOM port <>
* MBus <>
* Modular Datacenter <>
* Neptune <>
* System Service Processor <>
* SPARC T series <>
* SPOT <>
* Ultra Port Architecture <>
* Visual Instruction Set <> <>
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* SunOS <>
* Solaris <>
* NIS <>
* NIS+ <>
* NFS <>
* ZFS <>
* ZFS+ <>
* SunView <>
* NeWS <>
* OpenWindows <>
* Java Desktop System <>
* Studio <>
* Java <>
* StarOffice <>
* iPlanet <>
* Java System <>
* Sun Secure Global Desktop <>
* MySQL <>
* xVM <>
* GlassFish <>
* VirtualBox <>
Storage
* StorageTek 5800 System <>
* StorageTek SL8500 <>
* Open Storage <>
* QFS <>
* ZFS <>
Performance
* Cloud <>
* Constellation System <>
* Visualization System <>
* Grid Engine <>

* Lustre <>
Research
 * Sun Microsystems Laboratories <>
 * picoJava <>
 * Fortress <>
 * Project Looking Glass <>
Education
 * BlueJ <>
 * Global Education & Learning Community <>
 * SCPs <>
Acquisitions
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 * StorageTek <>
 * Tarantella <>
Slogans
 * The Network is the Computer <>
 * Write once, run anywhere <>
Community

 * Common Development and Distribution License <>
 * Java Community Process <>
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 * OpenSolaris <>
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 * OpenJDK <>
 * Open Source University Meetup <>
People <>
 * Bill Joy <>
 * Andy Bechtolsheim <>
 * Scott McNealy <>
 * Vinod Khosla <>
Category <> Retrieved from "
https://en.wikipedia.org/w/index.php?title=Common_Development_and_Distribution_License&oldid=1329620855

<https://en.wikipedia.org/w/index.php?title=Common_Development_and_Distribution_License&oldid=1329620855>
" Categories <>:
 * Free and open-source software licenses <>
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 * Developers <https://developer.wikimedia.org>
 * Statistics <https://stats.wikimedia.org/#/en.wikipedia.org>

CDDL+GPL License (Jersey)

jersey: Jersey Dual License Header and License Notice GPL v2 and CDDL 1.1
COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL)Version 1.1

1. Definitions.
1.1. Contributor means each individual or entity that creates or contributes
to the creation of Modifications. 1.2. Contributor Version means the
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Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

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Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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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.)

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Also, you must do one of these things: 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

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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. 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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.

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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.)

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[edit <>]
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software available were usually supplied by manufacturers without separate
charge until 1969. Computer vendors usually provided the source code for
installed software to customers.[citation needed <>] Customers who developed
software often made it available to the public without charge.[5] <> Closed
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developed it and those licensed to use the software.

In 1969, IBM, which had antitrust <> lawsuits pending against it, led an
industry change bystarting to charge separately for mainframe software <>[6] <>[
7] <> and services, by unbundling hardware and software.[8] <>

Bill Gates <>' "Open Letter to Hobbyists <>" in 1976 decried computer
hobbyists' rampantcopyright infringement <> of software, particularly
Microsoft'sAltair BASIC <> interpreter, and asserted that their unauthorized
use hindered his ability to produce quality software. But the legal status of
software copyright <>, especially for object code <>, was not clear until the
1983 appeals court ruling inApple Computer, Inc. v. Franklin Computer Corp <>.[9
] <>[10] <>[11] <>

According to Brewster Kahle <> the legal characteristic of software changed
also due to the U.S.Copyright Act of 1976 <>.[12] <> The Commission on New
Technological Uses of Copyrighted Works <> concluded in 1978 with the
recommendations that became the Computer Software Copyright Act of 1980.[13] <>

Starting in February 1983 IBM adopted an "object-code <>-only" model for a
growing list of their software and stopped shipping much of the source code,[14]
 <>[15] <> even to licensees.

In 1983, binary software became copyrightable in the United States <> as well
by theApple vs. Franklin <> law decision,[16] <> before which only source code
was copyrightable.[17] <> Additionally, the growing availability of millions of
computers based on the same microprocessor architecture created for the first
time an unfragmented and big enough market for binary distributed software.[17]
<>

Examples of proprietary operating systems include Microsoft Windows <>,
Classic Mac OS <>, macOS <>, iOS <> and iPadOS <>.[18] <>

Types
[edit <>]
Free/Open Licenses <> Non-free Licenses
Public domain <> & equivalents <> Permissive license <> Copyleft <>
(protective license) Noncommercial <> license Proprietary license <> Trade
secret <>
Software PD, CC0 <> BSD <>, MIT <>, Apache <> GPL <>, AGPL <> JRL <>, AFPL <>
proprietary software, no public license private, internal software
Other creative works PD, CC0 <> CC BY <> CC BY-SA <> CC BY-NC <> Copyright <>,
no public license unpublished

Licenses

[edit <>] This section is an excerpt from Software license Proprietary software licenses <>.[edit <https://en.wikipedia.org/w/index.php?title=Software_license&action=edit>] <>A brief, written-outbeta test <> software license issued by Macromedia <> in 1995 The tendency to license proprietary software, rather than sell it, dates from the time period before the existence, then the scope of software copyright protection wasclear <>. These licenses have continued in use after software copyright was recognized in the courts, and are considered to grant the company extra protection compared to copyright law.[19] <> According to United States federal law <>, a company can restrict the parties to which it sells but it cannot prevent a buyer from reselling the product. Software licensing agreements usually prohibit resale, enabling the company to maximize revenue.[20] <>

Traditionally, software was distributed in the form of binary object code <> that could not be understood or modified by the user,[21] <> but could be downloaded and run. The user bought a perpetual license to use a particular version of the software.[22] <> Software as service <> (SaaS) vendorswho have the majoritymarket share <> in application software <> as of 2023[update] <https://en.wikipedia.org/w/index.php?title=Proprietary_software&action=edit>[23] <>rarely offer perpetual licenses.[24] <> SaaS licenses are usually temporary and charged on a pay-per-usage or subscription basis,[25] <> although other revenue models such asfreemium <> are also used.[26] <> For customers, the advantages of temporary licenses include reduced upfront cost, increased flexibility, and lower overall cost compared to a perpetual license.[22] <> In some cases, the steep one-time cost demanded by sellers of traditional software were out of the reach ofsmaller businesses <>, but pay-per-use SaaS models makes the software affordable.[27] <>

Mixed-source software

[edit <>]
Software distributions considered as proprietary may in fact incorporate a "mixed source" model including both free and non-free software in the same distribution.[28] <> Most if not all so-called proprietary UNIX <> distributions are mixed source software, bundling open-source components like BIND <>, Sendmail <>, X Window System <>, DHCP <>, and others along with a purely proprietarykernel <> and system utilities.[29] <>[30] <>

Multi-licensing

[edit <>] Main article: Multi-licensing <>
Some free software packages are also simultaneously available under proprietary terms. Examples includeMySQL <>, Sendmail <> and ssh. The original copyright holders for a work of free software, even copyleft free software, can usedual-licensing <> to allow themselves or others to redistribute proprietary versions. Non-copyleft free software (i.e. software distributed under a permissive free software license or released to the public domain) allows anyone to make proprietary redistributions.[31] <>[32] <> Free software that depends on proprietary software is considered "trapped" by the Free Software Foundation. This includes software written only for Microsoft Windows,[33] <> or software that could only run onJava <>, before it became free software.[34] <>

Legal basis

[edit <>] Further information: Software law <>, Software copyright <>, Software patent <>, and End-user license agreement <>
Most of the software is covered by copyright <> which, along with contract law <>, patents <>, and trade secrets <>, provides legal basis for its owner to establish exclusive rights.[35] <>

A software vendor delineates the specific terms of use in an end-user license agreement <> (EULA). The user may agree to this contract in writing, interactively on screen (clickwrap <>), or by opening the box containing the software (shrink wrap licensing <>). License agreements are usually not negotiable <>.[36] <> Software patents <> grant exclusive rights to algorithms, software features, or otherpatentable subject matter <>, with coverage varying by jurisdiction. Vendors sometimes grant patent rights to the user in the license agreement.[37] <> The source code <> for a piece of proprietary software is routinely handled as atrade secret <>.[38] <> Software can be made available with fewer restrictions on licensing or source-code access; software that satisfies certain conditions of freedom and openness is known as "free <>" or "open-source <>."[39] <>

Limitations

[edit <>]
Since license agreements do not override applicable copyright law <> or contract law <>, provisions in conflict with applicable law are not enforceable.

[40] <> Some software is specifically licensed and not sold, in order to avoid limitations of copyright such as thefirst-sale doctrine <>.[41] <>

Exclusive rights
[edit <>]
The owner of proprietary software exercises certain exclusive rights <> over the software. The owner can restrict the use, inspection of source code, modification of source code, and redistribution.

Use of the software
[edit <>] Further information: Copy protection <>, Crippleware <>, and Price discrimination <>
Vendors typically limit the number of computers on which software can be used, and prohibit the user from installing the software on extra computers.[citation needed <>] Restricted use is sometimes enforced through a technical measure, such asproduct activation <>, a product key <> or serial number, a hardware key <>, or copy protection <>.

Vendors may also distribute versions that remove particular features, or versions which allow only certain fields of endeavor, such as non-commercial, educational, or non-profit use.

Use restrictions vary by license:

 * Windows Vista Starter <> is restricted to running a maximum of three concurrent applications.
 * The retail edition of Microsoft Office Home and Student 2007 <> is limited to non-commercial use on up to three devices in one household.
 * Windows XP <> can be installed on one computer, and limits the number of network file sharing connections to 10.[42] <> The Home Edition <> disables features present in Windows XP Professional.
 * Traditionally, Adobe <> licenses are limited to one user, but allow the user to install a second copy on a home computer or laptop.[43] <> This is no longer true with the switching to Creative Cloud.
 * iWork '09 <>, Apple's productivity suite, is available in a five-user family pack, for use on up to five computers in a household.[44] <>
Inspection and modification of source code
[edit <>] See also: Open-source software <> and Crippleware <>
Vendors typically distribute proprietary software in compiled <> form, usually themachine language <> understood by the computer's central processing unit <>. They typically retain thesource code <>, or human-readable version of the software, often written in ahigher level programming language <>.[45] <> This scheme is often referred to as closed source.[46] <>

While most proprietary software is distributed without the source code, some vendors distribute the source code or otherwise make it available to customers. For example, users who have purchased a license for the Internet forum software vBulletin <> can modify the source for their own site but cannot redistribute it. This is true for many web applications, which must be in source code form when being run by a web server. The source code is covered by anon-disclosure agreement <> or a license that allows, for example, study and modification, but not redistribution.[47] <> The text-based email client Pine <> and certain implementations ofSecure Shell <> are distributed with proprietary licenses that make the source code available.[citation needed <>]Some licenses for proprietary software allow distributing changes to the source code, but only to others licensed for the product, and some[48] <> of those modifications are eventually picked up by the vendor.

Some governments fear that proprietary software may include defects <> or malicious features <> which would compromise sensitive information. In 2003 Microsoft established a Government Security Program (GSP) to allow governments to view source code and Microsoft security documentation, of which theChinese government <> was an early participant.[49] <>[50] <> The program is part of Microsoft's broaderShared Source Initiative <> which provides source code access for some products. The Reference Source License (Ms-RSL) and Limited Public License (Ms-LPL) are proprietary software licenses where the source code ismade available <>.

Governments have also been accused of adding such malware to software themselves. According to documents released byEdward Snowden <>, the NSA <> has used covert partnerships with software companies to make commercial encryption software exploitable to eavesdropping, or to insertbackdoors <>.[51] <>[52] <>

Software vendors sometimes use obfuscated code <> to impede users who would reverse engineer <> the software.[53] <> This is particularly common with certainprogramming languages <>.[citation needed <>] For example, the bytecode <> for programs written in Java <> can be easily decompiled <> to somewhat

usable code,[citation needed <>] and the source code for programs written in scripting languages <> such as PHP <> or JavaScript <> is available at run time <>.[54] <>

Redistribution
[edit <>] Further information: Shareware <> See also: Freely redistributable software <>
Proprietary software vendors can prohibit the users from sharing the software with others. Another unique license is required for another party to use the software.

In the case of proprietary software with source code available, the vendor may also prohibit customers from distributing their modifications to the source code.

Shareware <> is closed-source software whose owner encourages redistribution at no cost, but which the user sometimes must pay to use after a trial period. The fee usually allows use by a single user or computer. In some cases, software features are restricted during or after the trial period, a practice sometimes calledcrippleware <>.

Interoperability with software and hardware
[edit <>] Further information: Interoperability Software <>
Proprietary file formats and protocols
[edit <>] Further information: Proprietary format <> and Proprietary protocol <>
Proprietary software often[citation needed <>] stores some of its data in file formats that areincompatible <> with other software, and may also communicate usingprotocols <> which are incompatible. Such formats and protocols may be restricted astrade secrets <> or subject to patents <>.[citation needed <>]

Proprietary APIs
[edit <>]
A proprietary application programming interface <> (API) is a software library <> interface "specific to one device or, more likely to a number of devices within a particular manufacturer's product range."[55] <> The motivation for using a proprietary API can bevendor lock-in <> or because standard APIs do not support the device's functionality.[55] <>

The European Commission <>, in its March 24, 2004, decision on Microsoft's business practices,[56] <> quotes, in paragraph 463, Microsoft general manager forC++ <> development Aaron Contorer as stating in a February 21, 1997, internal Microsoft memo drafted forBill Gates <>:
The Windows API <> is so broad, so deep, and so functional that most ISVs would be crazy not to use it. And it is so deeply embedded in the source code of many Windows apps that there is a huge switching cost to using a different operating system instead.

Early versions of the iPhone SDK <> were covered by a non-disclosure agreement <>. The agreement forbade independent developers from discussing the content of the interfaces. Apple discontinued the NDA in October 2008.[57] <>

Vendor lock-in
[edit <>] Further information: Vendor lock-in <>
Any dependency on the future versions and upgrades for a proprietary software package can createvendor lock-in, entrenching a monopoly position.[58] <>

Software limited to certain hardware configurations
[edit <>]
Proprietary software may also have licensing terms that limit the usage of that software to a specific set of hardware.Apple <> has such a licensing model formacOS <>, an operating system which is limited to Apple hardware, both by licensing and various design decisions. This licensing model has been affirmed by theUnited States Court of Appeals for the Ninth Circuit <>.[59] <>

Abandonment by proprietors
[edit <>] Main article: Abandonware <>
Proprietary software which is no longer marketed, supported or sold by its owner is calledabandonware <>, the digital form of orphaned works <>. If the proprietor of a software package should cease to exist, or decide to cease or limit production or support for a proprietary software package, recipients and users of the package may have no recourse if problems are found with the software. Proprietors can fail to improve and support software because of business problems.[60] <> Support for older or existing versions of a software package may be ended to force users to upgrade and pay for newer versions[61] <> (planned obsolescence <>). Sometimes another vendor or a software's community themselves canprovide support <> for the software, or the users can migrate to

either competing systems with longer support life cycles or toFOSS <>-based systems.[62] <>

Some proprietary software is released by their owner at end-of-life <> as open-source orsource available <> software, often to prevent the software from becoming unsupported and unavailableabandonware <>.[63] <>[64] <>[65] <> 3D Realms <> and id Software <> are famous for the practice of releasing closed source software into theopen source <>.[further explanation needed <>] Some of those kinds are free-of-charge downloads (freeware <>), some are still commercially sold (e.g.Arx Fatalis <>).[further explanation needed <>] More examples of formerly closed-source software in theList of commercial software with available source code <> and List of commercial video games with available source code <>.

Pricing and economics
[edit <>] See also: Commercial software <>
Proprietary software is not synonymous with commercial software <>,[66] <>[67] <> although the two terms are sometimes used synonymously in articles about free software.[68] <>[69] <> Proprietary software can be distributed at no cost or for a fee, andfree software <> can be distributed at no cost or for a fee.[70] <> The difference is that whether proprietary software can be distributed, and what the fee would be, is at the proprietor's discretion. With free software, anyone who has a copy can decide whether, and how much, to charge for a copy or related services.[71] <>

Proprietary software that comes for no cost is called freeware <>.

Proponents of commercial proprietary software argue that requiring users to pay for software as a product increases funding or time available for the research and development <> of software. For example, Microsoft <> says that per-copy fees maximize the profitability of software development.[72] <>

Proprietary software generally creates greater commercial activity over free software, especially in regard to market revenues.[73] <> Proprietary software is often sold with a license that gives the end user right to use the software.

Technical support for proprietary software can often be provided only by employees of the company that created the program and such service is included with the software. However, a dedicated technical support system increases the cost of software maintenance, which has an impact on its price.[74] <>

See also
[edit <>]
 * Business software <>
 * Commercial off-the-shelf <>
 * Comparison of open-source and closed-source software <>
 * Proprietary hardware <>
 * Retail software <>
 * Enshittification <>
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 * ^ <> "The History of Equipment Leasing" <https://web.archive.org/web/20080411024345/http://www.leasegenie.com/History_of_Leasing.html> ,Lease Genie, archived from the original <http://www.leasegenie.com/History_of_Leasing.html> on April 11, 2008, retrieved November 12, 2010, In the 1960s, IBM and Xerox recognized that substantial sums could be made from the financing of their equipment. The leasing of computer and office equipment that occurred then was a significant contribution to leasings [sic] growth, since many companies were exposed to equipment leasing for the first time when they leased such equipment.
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* ^ <> Robert X. Cringely <>. Cringely's interview with Brewster Kahle <https://web.archive.org/web/20190118221148/https://www.youtube.com/watch?v=-1jUr0JrYEk&gl=US&hl=en> .YouTube. 46 minutes in. Archived from the original <https://www.youtube.com/watch?v=-1jUr0JrYEk> on 2019-01-18.
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* ^ <> Gallant, John (1985-03-18). "IBM policy draws fire - Users say source code rules hamper change" <https://books.google.com/books?id=4Wgmey4obagC&q=1983object-only+model+IBM&pg=PA8> .Computerworld <>. Retrieved 2015-12-27. While IBM's policy of withholding source code for selected software products has already marked its second anniversary, users are only now beginning to cope with the impact of that decision. But whether or not the advent of object-code-only products has affected their day-to-day DP operations, some users remain angry about IBM's decision. Announced in February 1983, IBM's object-code-only policy has been applied to a growing list of Big Blue system software products
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* ^ a <> b <> Landley, Rob (2009-05-23). "May 23, 2009" <https://landley.net/notes-2009.html#23-05-2009>. landley.net. Retrieved 2024-06-22. So if open source used to be the norm back in the 1960s and 70s, how did this _change_? Where did proprietary software come from, and when, and how? How did Richard Stallman's little utopia at the MIT AI lab crumble and force him out into the wilderness to try to rebuild it? Two things changed in the early 80's: the exponentially growing installed base of microcomputer hardware reached critical mass around 1980, and a legal decision altered copyright law to cover binaries in 1983. Increasing volume: The microprocessor creates millions of identical computers
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another device ("Workstation Computer"). The Software may not be used by more
than two (2) processors at any one time on any single Workstation Computer. ...
You may permit a maximum of ten (10) computers or other electronic devices
(each a 'Device') to connect to the Workstation Computer to utilize one or more
of the following services of the Software: File Services, Print Services,
Internet Information Services, Internet Connection Sharing and telephony
services.

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a single manufacturer or supplier for some product [...] This dependency is
typically a result of standards that are controlled by the vendor [...] It can
grant the vendor some extent of monopoly power [...] The best way for an
organization to avoid becoming a victim of vendor lock-in is to use products
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