



# LICENSING BIBLE

Project: **pbandi/pbweb**

Branch: **mainline** (7676d307d072abe3f1e52c292433f8b1b89a5055)

Created on **2024-03-04 18:16 UTC**

## Bill of components

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### Libraries (java)

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✔ it.csi.pbandi:filestorage 1.0.0 (compile) (transitive)  
**mitigated** - Libreria di prodotto  
([registry](#))

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✔ it.csi.pbandi:pblogging 1.0.0 (compile) (transitive)  
**mitigated** - Libreria di prodotto  
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✔ it.csi.pbandi:pbservizit-jar 1.0.9 (compile) (transitive)  
**mitigated** - Libreria di prodotto  
([registry](#))

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✔ it.csi.pbandi:pbweb-ear 1.7.2 (root)  
**mitigated** - Libreria di prodotto  
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✔ it.csi.pbandi:pbweb-jar 1.7.2 (compile)  
**mitigated** - Libreria di prodotto  
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✔ it.csi.pbandi:pbweb-tar 1.7.2 (root)  
**mitigated** - Libreria di prodotto  
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✔ it.csi.pbandi:pbweb-web 1.7.2 (compile)  
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✔ aopalliance:aopalliance 1.0 (compile) (transitive)  
PUBDOM  
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✔ asm:asm 3.1 (provided)  
BSD  
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✔ asm:asm 3.3.1 (compile) (transitive)  
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BSD-3-Clause  
([registry](#))

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✔ cglib:cglib 2.2.2 (compile) (transitive)  
Apache-2.0  
([registry](#))

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✓ com.fasterxml.jackson.core:jackson-annotations 2.13.4 (compile) (transitive)

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✓ com.fasterxml.jackson.core:jackson-core 2.13.4 (compile) (transitive)

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✓ com.fasterxml.jackson.core:jackson-databind 2.1.4 (compile) (transitive)

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✓ com.fasterxml.jackson.jaxrs:jackson-jaxrs-base 2.13.3 (compile) (transitive)

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✓ com.fasterxml.jackson.jaxrs:jackson-jaxrs-json-provider 2.13.3 (compile) (transitive)

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✓ com.fasterxml.jackson.module:jackson-module-jakarta-xmlbind-annotations 2.13.0 (compile)  
(transitive)

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✓ com.fasterxml.jackson.module:jackson-module-jaxb-annotations 2.13.3 (compile) (transitive)

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✓ com.github.stephenc.jcip:jcip-annotations 1.0-1 (provided) (transitive)

[Apache-2.0](#)

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✓ com.google.code.gson:gson 2.2.2 (compile) (transitive)

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✓ com.ibm.async:asyncutil 0.1.0 (provided) (transitive)

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✓ com.itextpdf:itext-pdfa 5.5.0 (compile) (transitive)

[AGPL-3.0](#)

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- ✓ [com.itextpdf:itextpdf 5.5.0 \(compile\) \(transitive\)](#)  
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- ✓ [com.oracle:ojdbc14 10.2.0.3.0 \(compile\) \(transitive\)](#)  
[AAL](#)  
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- ✓ [com.sun.activation:jakarta.activation 1.2.2 \(compile\) \(transitive\)](#)  
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- ✓ [com.sun.activation:jakarta.activation 2.0.1 \(compile\) \(transitive\)](#)  
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- ✓ [com.sun.istack:istack-commons-runtime 3.0.10 \(provided\) \(transitive\)](#)  
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[CDDL-1.1](#)  
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- ✓ [com.sun.mail:jakarta.mail 1.6.5 \(provided\) \(transitive\)](#)  
[EDL-1.0](#)  
[EPL-2.0](#)  
[GPLV2+CE](#)  
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- ✓ [com.sun.mail:mailapi 1.4.4 \(compile\) \(transitive\)](#)  
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[GPLV2+CE](#)  
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- ✓ [com.sun.mail:smtp 1.4.4 \(compile\) \(transitive\)](#)  
[EPL-2.0](#)  
[libpng-2.0](#)  
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- ✓ [com.sun.xml.bind:jaxb-impl 2.1.13 \(compile\) \(transitive\)](#)  
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- ✓ [commons-beanutils:commons-beanutils 1.9.0 \(compile\) \(transitive\)](#)  
[Apache-2.0](#)  
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- ✔ commons-codec:commons-codec 1.10 (compile) (transitive)  
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- ✔ commons-collections:commons-collections 3.2 (compile) (transitive)  
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- ✔ commons-dbcp:commons-dbcp 1.4 (compile) (transitive)  
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- ✔ commons-digester:commons-digester 2.1 (compile) (transitive)  
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- ✔ commons-httpclient:commons-httpclient 3.1 (compile) (transitive)  
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- ✔ commons-io:commons-io 2.5 (compile) (transitive)  
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- ✔ commons-lang:commons-lang 2.4 (compile) (transitive)  
[Apache-2.0](#)  
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- ✔ commons-logging:commons-logging 1.1.1 (compile) (transitive)  
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- ✔ commons-net:commons-net 3.6 (compile) (transitive)  
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- ✔ commons-pool:commons-pool 1.5.4 (compile) (transitive)  
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- ✔ io.smallrye.common:smallrye-common-annotation 1.6.0 (provided) (transitive)  
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- ✔ io.smallrye.common:smallrye-common-classloader 1.6.0 (provided) (transitive)  
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✓ io.smallrye.common:smallrye-common-constraint 1.6.0 (provided) (transitive)

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✓ io.smallrye.common:smallrye-common-expression 1.6.0 (provided) (transitive)

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✓ io.smallrye.common:smallrye-common-function 1.6.0 (provided) (transitive)

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✓ io.smallrye.config:smallrye-config 2.3.0 (provided) (transitive)

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✓ io.smallrye.config:smallrye-config-common 2.3.0 (provided) (transitive)

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✓ io.smallrye.config:smallrye-config-core 2.3.0 (provided) (transitive)

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✓ it.csi.bilsrvrp:cmpsrvrp-bilancio-client 1.0.0 (system) (transitive)

[Apache-2.0](#)

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✓ it.csi.csi:csi-stadapter 1.4.6 (compile) (transitive)

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✓ it.csi.findom:finserve-rest-jar-client 1.1.1 (compile) (transitive)

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✓ it.csi.iridev2:iridev2-pep-intf 2.0.0 (compile) (transitive)

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✓ it.csi.util:util-beanlocatorfactory 1.0.1 (compile) (transitive)

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✓ it.csi.util:util-perf 1.0.1 (compile) (transitive)

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✓ it.csi.wso2.apiman:token-retry 2.2.0 (compile) (transitive)

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✓ it.csi.wso2.apiman:token-retry-plugin-cxf 2.2.0 (system) (transitive)

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✓ it.csi.token-retry-plugin-axis1.4 2.0.0 (compile) (transitive)

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✓ it.doqui.acta:acta-servizi-cxf246client 1.1.0 (system) (transitive)

[Apache-2.0](#)

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✓ it.doqui.design:design-servizi-cxf246client 1.0.0 (system) (transitive)

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✓ it.doqui.index:ecmengine-common 4.0.0 (system) (transitive)

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✓ it.doqui.index:ecmengine-engine-client 4.0.0 (system) (transitive)

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✓ jakarta-regexp:jakarta-regexp 1.4 (compile) (transitive)

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✓ jakarta.activation:jakarta.activation-api 1.2.1 (compile) (transitive)

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✓ jakarta.annotation:jakarta.annotation-api 2.0.0 (compile) (transitive)

[EPL-2.0](#)

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✓ jakarta.inject:jakarta.inject-api 2.0.0 (compile) (transitive)

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✓ jakarta.validation:jakarta.validation-api 2.0.2 (provided) (transitive)

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✓ jakarta.ws.rs:jakarta.ws.rs-api 3.0.0 (compile) (transitive)

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✓ jakarta.xml.bind:jakarta.xml.bind-api 3.0.1 (compile) (transitive)

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✓ javax.activation:activation 1.1 (compile) (transitive)

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✓ javax.ws.rs:jsr311-api 1.1.1 (provided)

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✓ javax:javaee-web-api 6.0 (provided)

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✓ javax:javaee-web-api 8.0 (provided)

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✓ jfree:jcommon 1.0.15 (compile) (transitive)

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✓ jfree:jfreechart 1.0.12 (compile) (transitive)

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✓ joda-time:joda-time 2.9.7 (compile) (transitive)

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✓ log4j:log4j 1.2.13 (runtime) (transitive)

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✓ log4j:log4j 1.2.14 (provided)

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✓ net.sf.ezmorph:ezmorph 1.0.6 (compile) (transitive)

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✓ net.sf.jasperreports:jasperreports 6.0.0 (compile) (transitive)

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✓ net.sf.jasperreports:jasperreports-fonts 6.0.0 (compile) (transitive)

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- ✔ net.sf.json-lib:json-lib 2.3 (compile) (transitive)  
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- ✔ org.apache.commons:commons-lang3 3.3.2 (compile) (transitive)  
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- ✔ org.apache.commons:commons-pool2 2.12.0 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-api 2.4.6 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-common-utilities 2.5.2 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-rt-bindings-soap 2.4.6 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-rt-bindings-xml 2.4.6 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-rt-core 2.4.6 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-rt-databinding-jaxb 2.4.6 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-rt-frontend-jaxws 2.4.6 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-rt-frontend-simple 2.4.6 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-rt-transports-common 2.4.6 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-rt-transports-http 2.4.6 (compile) (transitive)  
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- ✔ org.apache.cxf:cxf-rt-transports-http-jetty 2.4.6 (compile) (transitive)  
  [Apache-2.0](#)  
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- ✔ org.apache.cxf:cxf-rt-ws-addr 2.4.6 (compile) (transitive)  
  [Apache-2.0](#)  
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- ✔ org.apache.cxf:cxf-tools-common 2.4.6 (compile) (transitive)  
  [Apache-2.0](#)  
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- ✔ org.apache.geronimo.specs:geronimo-javamail\_1.4\_spec 1.7.1 (compile) (transitive)  
  [Apache-2.0](#)  
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- ✔ org.apache.geronimo.specs:geronimo-servlet\_2.5\_spec 1.1.2 (compile) (transitive)  
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- ✔ org.apache.httpcomponents:httpclient 4.5.13 (provided) (transitive)  
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- ✔ org.apache.httpcomponents:httpcore 4.4.13 (provided) (transitive)  
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- ✔ org.apache.james:apache-mime4j-core 0.8.3 (provided) (transitive)  
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- ✔ org.apache.james:apache-mime4j-dom 0.8.3 (provided) (transitive)  
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- ✔ org.apache.james:apache-mime4j-storage 0.8.3 (provided) (transitive)  
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- ✔ org.apache.lucene:lucene-analyzers-common 4.5.1 (compile) (transitive)  
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- ✔ org.apache.lucene:lucene-core 4.5.1 (compile) (transitive)  
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- ✔ org.apache.lucene:lucene-queries 4.5.1 (compile) (transitive)  
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- ✔ org.apache.lucene:lucene-queryparser 4.5.1 (compile) (transitive)  
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- ✔ org.apache.lucene:lucene-sandbox 4.5.1 (compile) (transitive)  
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- ✔ org.apache.neethi:neethi 3.0.1 (compile) (transitive)  
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- ✔ org.apache.poi:poi 3.6 (compile) (transitive)  
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- ✔ org.apache.ws.xmlschema:xmlschema-core 2.0.1 (compile) (transitive)  
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- ✔ org.codehaus.castor:castor 1.2 (compile) (transitive)  
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- ✔ org.codehaus.jackson:jackson-core-asl 1.9.13 (compile) (transitive)  
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- ✔ org.codehaus.jackson:jackson-jaxrs 1.9.12 (compile) (transitive)  
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- ✔ org.codehaus.jackson:jackson-mapper-asl 1.9.13 (compile) (transitive)  
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✓ org.codehaus.jackson:jackson-xc 1.9.13 (compile) (transitive)  
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✓ org.codehaus.jettison:jettison 1.3.1 (provided)  
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✓ org.codehaus.woodstox:stax2-api 3.1.1 (runtime) (transitive)  
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✓ org.codehaus.woodstox:woodstox-core-asl 4.1.1 (runtime) (transitive)  
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✓ org.eclipse.jdt.core.compiler:ecj 4.3.1 (compile) (transitive)  
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✓ org.eclipse.jetty:jetty-continuation 7.4.5.v20110725 (compile) (transitive)  
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✓ org.eclipse.jetty:jetty-http 7.4.5.v20110725 (compile) (transitive)  
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✓ org.eclipse.jetty:jetty-io 7.4.5.v20110725 (compile) (transitive)  
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✓ org.eclipse.jetty:jetty-security 7.4.5.v20110725 (compile) (transitive)  
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✓ org.eclipse.jetty:jetty-server 7.4.5.v20110725 (compile) (transitive)  
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✓ org.eclipse.jetty:jetty-util 7.4.5.v20110725 (compile) (transitive)

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✓ org.eclipse.microprofile.config:microprofile-config-api 2.0 (provided) (transitive)

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✓ org.glassfish.hk2.external:aopalliance-repackaged 3.0.1 (compile) (transitive)

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✓ org.glassfish.hk2:hk2-api 3.0.1 (compile) (transitive)

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✓ org.glassfish.hk2:hk2-locator 3.0.1 (compile) (transitive)

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✓ org.glassfish.hk2:hk2-utils 3.0.1 (compile) (transitive)

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✓ org.glassfish.hk2:osgi-resource-locator 1.0.3 (compile) (transitive)

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✓ org.glassfish.jaxb:jaxb-runtime 2.3.3-b02 (provided) (transitive)

[CDDL-1.1](#)

[GPL-3.0-with-GCC-exception](#)

[EDL-1.0](#)

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✓ org.glassfish.jaxb:txw2 2.3.3-b02 (provided) (transitive)

[CDDL-1.1](#)

[GPL-2.0-with-GCC-exception](#)

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✓ org.glassfish.jersey.core:jersey-client 3.0.4 (compile) (transitive)

[Apache-2.0](#)

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✓ org.glassfish.jersey.core:jersey-common 3.0.4 (compile) (transitive)

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✓ org.glassfish.jersey.ext:jersey-entity-filtering 3.0.4 (compile) (transitive)

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✓ org.glassfish.jersey.inject:jersey-hk2 3.0.4 (compile) (transitive)

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[BSD-3-Clause](#)

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✓ org.glassfish.jersey.media:jersey-media-json-jackson 3.0.4 (compile) (transitive)

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✔ org.javassist:javassist 3.25.0-GA (compile) (transitive)

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✔ org.jboss.resteasy:resteasy-core 4.7.1.Final (provided) (transitive)

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✔ org.jboss.resteasy:resteasy-core-spi 4.7.1.Final (provided) (transitive)

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✔ org.jboss.resteasy:resteasy-jackson-provider 3.15.1.Final (provided)

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✔ org.jboss.resteasy:resteasy-jaxb-provider 4.7.1.Final (provided)

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✔ org.jboss.resteasy:resteasy-jaxrs 3.15.2.Final (provided)

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✔ org.jboss.resteasy:resteasy-multipart-provider 4.7.1.Final (provided)

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✔ org.jboss.spec.javax.annotation:jboss-annotations-api\_1.3\_spec 2.0.1.Final (provided) (transitive)

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✔ org.jboss.spec.javax.ws.rs:jboss-jaxrs-api\_2.1\_spec 2.0.1.Final (provided) (transitive)

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✓ org.olap4j:olap4j 0.9.7.309-JS-3 (compile) (transitive)  
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✓ org.ow2.asm:asm 9.1 (provided) (transitive)  
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✔ wsdl4j:wsdl4j 1.6.2 (compile) (transitive)  
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## BSD Licenses Versus the GPL

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Although far fewer programs are released under BSD-style licenses, this class of licenses is disproportionately important because of the widespread use of BSD-licensed code in both free and proprietary operating systems.

Possibly the biggest difference between the GPL and BSD licenses is the fact that the former is a copyleft license and the latter is not. Copyleft is the application of copyright law to permit the free creation of derivative works but requiring that such works be redistributable under the same terms (i.e.,

the same license) as the original work.

Closely related to this is the fact that, in sharp contrast to the GPL, BSD-style licenses do not require that derivative works based on BSD-licensed software make the source code for such derivative works freely available. This allows the direct incorporation of code from open source projects (i.e., from BSD-licensed software) into closed source projects. The GPL, however, specifically states: "This General Public License does not permit incorporating your program into proprietary programs."

A third difference is that the GPL is a single, copyrighted (by the Free Software Foundation, Inc.) license with no variants. BSD-style licenses, in contrast, are commonly modified for the specific situation.

In many cases, the use of open source code can allow companies to develop products more quickly and with less expense than if they wrote them with entirely original code. The fact that derivative products of BSD-licensed software are not required to be open source can be very useful for developers who want to create commercial products from open source code but who want to keep their modifications and/or extensions secret. Interestingly, companies that initially develop closed source products based on BSD-licensed code tend to be more likely to eventually make their source code publicly available than are companies that develop products that do not incorporate code code.

The issue of which license provides greater freedom and does the most to promote the development of improved software is highly controversial. In spite of the seeming simplicity of the licenses, there are no simple answers.

One of the most controversial properties of the GPL is its viral nature. This means that once some useful modification or addition to a GPL licensed program has been released, the source code of the modified or extended program must likewise be made freely available. That is, the GPL is a mechanism that deprives developers of the freedom to make their source code secret at some future date, although the developer can still use such code in commercial products. Critics of the GPL claim that this diminishes or destroys the commercial value of software because others can produce products that incorporate the same code.

GPL advocates claim that although the GPL is contagious in theory, it is not necessarily so in practice. Rather, they assert, it merely places restrictions on the code's re-use, as do BSD-style licenses.

One thing about both the GPL and the BSD-style licenses for which there is widespread agreement is that both have problems. Neither is perfect, and perhaps no license can be perfect. There is also considerable agreement that there are benefits both to software developers and to society as a whole from the choice provided by the existence of a variety of types of free software licenses, including the GPL and BSD-style licenses.

#### The "Advertising Clause"

The original version of the BSD license contained the so called advertising clause, which stated that all advertising materials that mention features of or use of the software must display the acknowledgment: "This product includes software developed by the University of California, Berkeley and its contributors."

One of the problems with this clause arose from the fact that people who made changes to the source code often wanted to have their names added to the acknowledgment. This could easily result in large and cumbersome acknowledgments for products with numerous contributors and for software distributions consisting of multiple individual projects.

A second problem was legal incompatibility with the terms of the GPL. This is because the GPL prohibits the addition of restrictions beyond those that it already imposes. Thus it was necessary to segregate GPL and BSD-licensed software within projects.

Initially, the "obnoxious BSD advertising clause," as it was referred to by GPL advocates, was used only for the BSD UNIX license. That did not cause any major problems because it was only necessary to include a single sentence of acknowledgment in any advertisement.

However, the fact that other software developers did not copy the clause verbatim, but replaced the phrase "University of California" with the name of their own organization or persons involved in it, resulted in a proliferation of slightly different licenses and a consequently serious problem when many

such programs were assembled to form a larger work or an operating system. For example, if an operating system or other program required fifty slightly different acknowledgment sentences, each naming a different developer or group of developers, such advertising alone might require a full page. Not only would this be very tedious reading, but it could also be costly.

In June 1999, after two years of discussion, the Office of Technology Licensing at UCB finally proclaimed: "Effective immediately, licensees and distributors are no longer required to include the acknowledgment within advertising materials. Accordingly, the foregoing paragraph of those BSD Unix files containing it is hereby deleted in its entirety."

This was clearly very useful. However, it could not eliminate the legacy of the advertising clause, as similar clauses still exist in the licenses of many programs that followed the old BSD license; only the developers of such packages can change them.

#### Examples of BSD-Style Licenses

Below are three examples of BSD-style licenses: (1) the BSD license as it is used by the FreeBSD operating system, (2) a BSD license as it is used by Sudo (a free utility program for Unix-like <> operating systems) and (3) a template of a BSD-style license that can be applied to any appropriate project:

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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.

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 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 binary kernel module <> in Linux. (As opposed to building it into the kernel image itself.)[32] <>

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

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

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

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

Adoption[edit <>]

Example projects released under CDDL:

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

See also[edit <>]

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

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 . Retrieved 2020-10-14.
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- \* ^ <> 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?"

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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%3Anknhdligldemhkfbbpd>>

. Archived from the original

<<http://crynwr.com/cgi-bin/ezmlm-cgi?3:mss:11636:200607:nknhdligldemhkfbbpd>>

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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>>

[permanent dead link <>]

\* ^ <> "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. 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 licensing FUD <>, I wouldn't have believed you. Of course, in hindsight, it all seems so clear: NIH <> is enormously powerful, and we were fools for discounting it.

\* ^ <> "cdrtools - a tale of two licenses [LWN.net]"

<<https://lwn.net/Articles/195167/>>. lwn.net. Retrieved 2020-07-18.

\* ^ <> "Cdrtools (Cdrecord) release information"

<<http://cdrtools.sourceforge.net/private/cdrecord.html>>.

cdrtools.sourceforge.net. Retrieved 2020-07-18.

\* ^ <> "The GNU General Public License"

<<https://www.gnu.org/licenses/gpl.html>>. Retrieved 2009-10-24.

\* ^ <> "Die GPL kommentiert und erklärt 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 widersprüchlich und in sich nicht schlüssig.

\* ^ <> "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 can't 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 you're 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 <>, "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/)>  
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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 <>)

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\* Sun-2 <>

\* Sun-3 <>

\* Sun386i <>

\* Sun-4 <>

\* SPARCstation <>

\* 1 <>

\* 2 <>

\* 10 <>

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\* 5 <>

\* Netra <>

\* Ultra <>

\* Enterprise <>

\* Sun Blade <>

\* Sun Fire <>

\* SPARC Enterprise <>

\* SPARC <>

\* JavaStation <>

\* Sun Ray <>

\* Sun Modular Datacenter <>

Software

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\* NIS <>

\* NIS+ <>

\* NFS <>

\* ZFS <>

\* SunView <>

\* NeWS <>

\* OpenWindows <>

\* Java Desktop System <>



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- \* StarOffice <>
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- \* Sun xVM <>
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- \* Sun Visualization System <>
- \* Sun Grid Engine <>
- \* Lustre <>

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- \* picoJava <>
- \* Fortress <>
- \* Project Looking Glass <>

#### Education

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

#### Community

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- \* 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 "

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5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License. However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables. When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law. If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.) Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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installs one, as long as the modified version is interface-compatible with the version that the work was made with. c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution. d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place. e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy. For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. 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Version 2.1, February 1999

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d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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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.)

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

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- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

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