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Project: **mdpnew/mdpintnodespc2**

Branch: **master** (97ad9712ddf37c2cbfbded1fa2b738526cf18fd7)

Created on **2023-12-07 15:42 UTC**

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

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BSD Licenses Versus the GPL

The GPL <> (GNU <> General Public License) is by far the most widely used license for free software <> (i.e., software whose source code is available at no cost for anyone to use for any purpose). The Linux kernel <> (i.e., the core of the operating system) as well as much of the other software generally included in Linux distributions have been released under the terms of the GPL.

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.,

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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.

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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 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] <>

cdrttools controversy[edit <>]

The GPL compatibility question was also the source of a controversy behind a partial relicensing ofcdrttools <> to the CDDL which had been previously all GPL. In 2006, theDebian <> project declared the cdrttools 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 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 <>

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- * ^ 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.
- * ^ 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 from the 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 from the 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 from the 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%3Anknhdligldemhkfbbpd>>

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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>>

.

* ^ <> "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"

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<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

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, see 27:27 through 28:24)

* ^ <> Simon Phipps (2006). OpenSolaris and CDDL discussion at Debconf 2006

<http://meetings-archive.debian.net/pub/debian-meetings/2006/debconf6/theora-small/2006-05-14/tower/OpenSolaris_Java_and_Debian-Simon_Phipps_Alvaro_Lopez_Ortega.ogg>

(Ogg Theora <>). Debconf <> 2006. Event occurs at 13:00. ...we have got Danese

Cooper in the room, and she is the one who actually wrote the CDDL...

* ^ <> Simon Phipps (2006). OpenSolaris and CDDL discussion at Debconf 2006

<http://meetings-archive.debian.net/pub/debian-meetings/2006/debconf6/theora-small/2006-05-14/tower/OpenSolaris_Java_and_Debian-Simon_Phipps_Alvaro_Lopez_Ortega.ogg>

(Ogg Theora <>). Event occurs at 36:00. I actually disagree with Danese to some

degree...

* ^ <> Phipps, Simon (2006-09-04). "Re: Danese Cooper claims CDDL made

incompatible with GPL on purpose"

<<https://marc.info/?l=opensolaris-discuss&m=115740406507420>>.

OpenSolaris-Discuss List. Retrieved 2019-03-07. Nonetheless she is wrong to

characterise the opinion of the Solaris engineering team in the way she does.

She is speaking this way because she lost an argument inside Sun, not because

her view is representative of the views of Sun or its staff in the way she

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

OpenSolaris but the need to release rather than wait for one of {GPL v3,

Mozilla license revision, encumbrance removal} meant that this was not

possible. I am still furious with her for the statement she made at DebConf, which was spiteful and an obstacle to a united FOSS movement.

* ^ <> Bryan Cantrill <> (2015-04-06). "I am the CTO of Joyent, the father of DTrace and an OS kernel developer for 20 years. AMA!"

<https://www.reddit.com/r/IAmA/comments/31ny87/i_am_the_cto_of_joyent_the_father_of_dtrace_and/cq3bs9z?context=3>

.reddit.com <>. Retrieved 2016-03-11. Question: Was the CDDL designed to prevent Sun technologies from entering Linux? - BC: Great 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.

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* ^ <> "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"

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<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.

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<<https://git.kernel.org/cgit/linux/kernel/git/torvalds/linux.git/tree/COPYING>>

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* ^ <> 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
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sfconservancy.org byBradley M. Kuhn <> and Karen M. Sandler <>, "Conservancy
(as a Linux copyright holder ourselves), along with the members of our
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* ^ <> "openzfs/zfs" <<https://github.com/openzfs/zfs>>. GitHub. Retrieved
2020-07-18.

* ^ <> "illumos Distributions"
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