



LICENSING BIBLE

Project: **tsddr/tsddrbl**

Branch: **master** (d93ca2636f28428ba8ca3912e5c8d69bc389ae17)

Created on **2023-10-12 16:31 UTC**

Bill of components

Libraries (java)

actasrv-client 5.2.0 (compile)
mitigated - Libreria interna di prodotti CSI
([registry](#))

design-client-service 6.2.0 (compile)
mitigated - Libreria interna di prodotti CSI
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tsddrbl-common -- (compile)
mitigated - Libreria di prodotto
([registry](#))

✔ antlr 2.7.7 (compile)
BSD
([registry](#))

✔ aopalliance:aopalliance 1.0 (compile)
PUBDOM
([registry](#))

✔ asm:asm 3.3.1 (compile)
BSD
BSD-3-Clause-INRIA
([registry](#))

✔ axis 1.4 (compile)
Apache-2.0
([registry](#))

✔ axis:axis-ant 1.4 (compile)
Apache-2.0
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✔ axis:axis-jaxrpc 1.4 (compile)
Apache-2.0
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✔ axis:axis-saaj 1.2.1 (compile)
Apache-2.0
([registry](#))

✔ cglib:cglib 2.2.2 (compile)
Apache-2.0
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✓ com.esotericsoftware:minlog 1.3.1 (compile)

[BSD](#)

[BSD-3-Clause](#)

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✓ com.fasterxml.jackson.core:jackson-annotations 2.12.1 (compile)

[Apache-2.0](#)

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✓ com.fasterxml.jackson.core:jackson-annotations 2.12.2 (compile)

[Apache-2.0](#)

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✓ com.fasterxml.jackson.core:jackson-core 2.12.1 (compile)

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✓ com.fasterxml.jackson.core:jackson-core 2.12.2 (compile)

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✓ com.fasterxml.jackson.core:jackson-databind 2.12.1 (compile)

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✓ com.fasterxml.jackson.core:jackson-databind 2.12.2 (compile)

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✓ com.fasterxml.jackson.module:jackson-module-afterburner 2.12.2 (compile)

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✓ com.fasterxml.jackson.module:jackson-module-jaxb-annotations 2.12.1 (compile)

[Apache-2.0](#)

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✓ com.github.package-url:packageurl-java 1.2.0 (compile)

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✔ com.github.spotbugs:spotbugs-annotations 4.2.2 (compile)
 [LGPL-2.1-only](#)
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✔ com.github.spullara.mustache.java:compiler 0.9.6 (compile)
 [Apache-2.0](#)
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✔ com.google.code.findbugs:jsr305 3.0.2 (compile)
 [Apache-2.0](#)
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✔ com.google.errorprone:error_prone_annotations 2.5.1 (compile)
 [Apache-2.0](#)
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✔ com.google.guava:failureaccess 1.0.1 (compile)
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✔ com.google.guava:guava 18.0 (compile)
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✔ com.google.guava:guava 30.1.1-jre (compile)
 [Apache-2.0](#)
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✔ com.google.guava:listenablefuture 9999.0-empty-to-avoid-conflict-w (compile)
 [Apache-2.0](#)
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✔ com.google.j2objc:j2objc-annotations 1.3 (compile)
 [Apache-2.0](#)
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✔ com.google.zxing:core 3.3.3 (compile)
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✔ com.google.zxing:javase 3.3.3 (compile)
 [Apache-2.0](#)
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✓ com.h2database:h2 1.4.199 (compile)

[MPL2-or-EPL1-H2](#)

[Zed](#)

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✓ com.h3xstream.retirejs:retirejs-core 3.0.2 (compile)

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✓ com.hankcs:aho-corasick-double-array-trie 1.2.2 (compile)

[Apache-2.0](#)

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✓ com.lowagie:itext 2.1.7 (compile)

[MPL-1.0](#)

[MPL-1.1](#)

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✓ com.moandjiezana.toml:toml4j 0.7.2 (compile)

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✓ com.sun.activation:jakarta.activation 1.2.1 (compile)

[EDL-1.0](#)

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✓ com.sun.mail:mailapi 1.6.5 (compile)

[CDDL](#)

[GPL-2.0](#)

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✓ com.thoughtworks.xstream:xstream 1.3.1 (compile)

[BSD](#)

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✓ com.vdurmont:semver4j 3.1.0 (compile)

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✓ commons-beanutils:commons-beanutils 1.9.1 (compile)

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✓ commons-beanutils:commons-beanutils 1.9.4 (compile)

[Apache-2.0](#)

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✓ commons-codec:commons-codec 1.15 (compile)

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✓ commons-collections:commons-collections 3.2.2 (compile)

[Apache-2.0](#)

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✓ commons-digester:commons-digester 2.1 (compile)

[Apache-2.0](#)

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✓ commons-discovery:commons-discovery 0.2 (compile)

[Apache-2.0](#)

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✓ commons-httpclient:commons-httpclient 3.1 (compile)

[Apache-2.0](#)

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✓ commons-io 2.5 (compile)

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✓ commons-io:commons-io 2.8.0 (compile)

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

[Apache-2.0](#)

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

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✓ commons-logging:commons-logging 1.2 (compile)

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

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✓ commons-validator:commons-validator 1.6 (compile)

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✓ commons-validator:commons-validator 1.7 (compile)

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✓ csi-stadapter 1.4.6 (compile)

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✓ ejb 2.1 (compile)

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✓ io.swagger:swagger-annotations 1.5.18 (compile)

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✓ io.swagger:swagger-jaxrs 1.5.18 (compile)

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✓ jaas 1.0 (compile)

[CDDL](#)

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✓ jakarta.persistence:jakarta.persistence-api 2.2.3 (compile)

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[EPL-1.0](#)

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✓ javax.inject:javax.inject 1 (compile)

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✓ javax.mail:mail -- (compile)

[libpng-2.0](#)

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

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✓ javax.ws.rs:javax.ws.rs-api 2.0.1 (compile)
[CDDL-1.1](#)
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✓ javax.xml.bind:activation 1.0.2 (compile)
[CDDL-1.1](#)
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✓ javax.xml.bind:jaxb-api 2.2.6 (compile)
[CDDL-1.1](#)
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✓ jaxp 1.1 (compile)
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✓ jboss-jaxws 4.3.0 (compile)
[LGPL](#)
RedHat
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✓ jms 1.0.2 (compile)
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✓ jndi 1.2.1 (compile)
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✓ joda-time:joda-time 1.6 (compile)
[Apache-1.0](#)
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✓ joda-time:joda-time 2.10.4 (compile)
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✓ net.sf.barcode4j:barcode4j 2.1 (compile)
[Apache-2.0](#)
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✓ net.sf.ingenias:common-codec 1.3 (compile)
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✓ net.sf.jasperreports:jasperreports 6.16.0 (compile)
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✓ net.sf.jasperreports:jasperreports-fonts 6.16.0 (compile)
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✓ net.sf.jasperreports:jasperreports-functions 6.16.0 (compile)
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✓ org.anarres.jdiagnostics:jdiagnostics 1.0.6 (compile)
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✓ org.apache.commons:commons-collections4 4.1 (compile)
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✓ org.apache.commons:commons-compress 1.20 (compile)
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✓ org.apache.commons:commons-jcs-core 2.2.1 (compile)
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✓ org.apache.commons:commons-lang3 3.12.0 (compile)
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✓ org.apache.commons:commons-text 1.9 (compile)
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✓ org.apache.cxf.services.sts:cxf-services-sts-core 3.3.2 (compile)
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✓ org.apache.cxf.services.ws-discovery:cxf-services-ws-discovery-api 3.3.2 (compile)
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✓ org.apache.cxf.services.ws-discovery:cxf-services-ws-discovery-service 3.3.2 (compile)
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✓ org.apache.cxf.services.wsn:cxf-services-wsn-api 3.3.2 (compile)
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✓ org.apache.cxf.services.wsn:cxf-services-wsn-core 3.3.2 (compile)
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✓ org.apache.cxf.xjc-utils:cxf-xjc-runtime 3.3.0 (compile)
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✓ org.apache.cxf.xjcplugins:cxf-xjc-boolean 3.3.0 (compile)
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✓ org.apache.cxf.xjcplugins:cxf-xjc-bug671 3.3.0 (compile)
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✓ org.apache.cxf.xjcplugins:cxf-xjc-dv 3.3.0 (compile)
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✓ org.apache.cxf.xjcplugins:cxf-xjc-javadoc 3.3.0 (compile)
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✓ org.apache.cxf.xjcplugins:cxf-xjc-ts 3.3.0 (compile)
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✓ org.apache.cxf:cxf-core 3.3.2 (compile)
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✓ org.apache.cxf:cxf-distribution-manifest 3.3.2 (compile)
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✓ org.apache.cxf:cxf-rt-bindings-coloc 3.3.2 (compile)
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✔ org.apache.cxf:cxf-rt-bindings-corba 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-bindings-soap 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-bindings-xml 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-databinding-aegis 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-databinding-jaxb 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-features-clustering 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-features-logging 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-features-metrics 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-features-throttling 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-frontend-jaxrs 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-frontend-jaxws 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-frontend-js 3.3.2 (compile)

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- ✔ org.apache.cxf:cxf-rt-frontend-simple 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-javascript 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-management 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-rs-client 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-rs-extension-providers 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-rs-extension-search 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-rs-http-sci 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-rs-json-basic 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-rs-mp-client 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-rs-security-cors 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-rs-security-http-signature 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-rs-security-jose 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-rs-security-jose-jaxrs 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-rs-security-oauth 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-rs-security-oauth2 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-rs-security-oauth2-saml 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-rs-security-sso-oidc 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-rs-security-sso-saml 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-rs-security-xml 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-rs-service-description 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-rs-sse 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-security 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-security-saml 3.3.2 (compile)
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✔ org.apache.cxf:cxfrt-transport-http 3.3.2 (compile)
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✔ org.apache.cxf:cxf-rt-transports-http-hc 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-transports-http-jetty 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-transports-http-netty-client 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-transports-http-netty-server 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-transports-http-undertow 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-transports-jms 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-transports-local 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-transports-udp 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-transports-websocket 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-ws-addr 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-ws-eventing 3.3.2 (compile)

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✔ org.apache.cxf:cxf-rt-ws-mex 3.3.2 (compile)

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- ✔ org.apache.cxf:cxf-rt-ws-policy 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-ws-rm 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-ws-security 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-ws-transfer 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-rt-wsdl 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-tools-common 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-tools-corba 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-tools-java2ws 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-tools-misctools 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-tools-validator 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-tools-wadlto-jaxrs 3.3.2 (compile)
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- ✔ org.apache.cxf:cxf-tools-wsdlto-core 3.3.2 (compile)
[Apache-2.0](#)
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✓ org.apache.cxf:cxf-tools-wsdlto-databinding-jaxb 3.3.2 (compile)

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✓ org.apache.cxf:cxf-tools-wsdlto-frontend-javascript 3.3.2 (compile)

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✓ org.apache.cxf:cxf-tools-wsdlto-frontend-jaxws 3.3.2 (compile)

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✓ org.apache.httpcomponents:httpclient 4.3.4 (compile)

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✓ org.apache.httpcomponents:httpcore 4.4.5 (compile)

[Apache-2.0](#)

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✓ org.apache.lucene:lucene-analyzers-common 4.5.1 (compile)

[Apache-2.0](#)

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✓ org.apache.lucene:lucene-analyzers-common 8.8.1 (compile)

[Apache-2.0](#)

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✓ org.apache.lucene:lucene-core 4.5.1 (compile)

[Apache-2.0](#)

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✓ org.apache.lucene:lucene-core 8.8.1 (compile)

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✓ org.apache.lucene:lucene-queries 8.8.1 (compile)

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✓ org.apache.lucene:lucene-queryparser 4.5.1 (compile)

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✓ org.apache.lucene:lucene-queryparser 8.8.1 (compile)

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✓ org.apache.lucene:lucene-sandbox 8.8.1 (compile)

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✓ org.apache.poi:poi 3.17 (compile)

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✓ org.apache.poi:poi-ooxml 3.17 (compile)

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✓ org.apache.poi:poi-ooxml-schemas 3.17 (compile)

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✓ org.apache.poi:poi-scratchpad 3.17 (compile)

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✓ org.apache.velocity:velocity-engine-core 2.3 (compile)

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✓ org.apache.xmlbeans:xmlbeans 3.0.1 (compile)

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✓ org.checkerframework:checker-qual 3.8.0 (compile)

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✓ org.codehaus.castor:castor-xml 1.3.3 (compile)

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✓ org.codehaus.jettison:jettison 1.3.1 (compile)

[Apache-2.0](#)

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✓ org.glassfish:javax.json 1.1.4 (compile)

[CDDL-1.1](#)

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✓ org.hibernate.common:hibernate-commons-annotations 5.1.2.Final (compile)

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✔ org.hibernate:hibernate-core 4.3.11.Final (compile)

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✔ org.hibernate:hibernate-entitymanager 4.3.11.Final (compile)

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✔ org.javassist:javassist 3.20.0-GA (compile)

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

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✔ org.jboss.resteasy:resteasy-client 3.15.1.Final (compile)

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✔ org.jboss.resteasy:resteasy-jackson2-provider 3.15.1.Final (compile)

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✔ org.jboss.resteasy:resteasy-jaxrs 3.15.1.Final (compile)

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✔ org.jboss.resteasy:resteasy-multipart-provider 3.15.1.Final (compile)

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✔ org.jboss.resteasy:resteasy-servlet-initializer 3.15.1.Final (compile)

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✔ org.jboss.resteasy:resteasy-spring 3.15.1.Final (compile)

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✓ org.jboss.spec.java.xml.annotation:jboss-annotations-api_1.3_spec 1.0.1.Final (compile)
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✓ org.jboss.spec.java.xml.servlet:jboss-servlet-api_4.0_spec 1.0.0.Final (compile)
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✓ org.jboss.spec.java.xml.ws.rs:jboss-jaxrs-api_2.1_spec 2.0.1.Final (compile)
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✓ org.jboss.spec.java.xml.bind:jboss-jaxb-api_2.3_spec 1.0.1.Final (compile)
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✓ org.jboss:jandex 1.1.0.Final (compile)
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✓ org.jetbrains:annotations 20.1.0 (compile)
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✓ org.json:json 20190722 (compile)
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✓ org.jsoup:jsoup 1.13.1 (compile)
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✓ org.mapstruct:mapstruct-processor 1.5.3.Final (compile)

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✓ org.netbeans.external:com-google-gson RELEASE113 (compile)

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✓ org.owasp:dependency-check-ant 6.1.3 (compile)

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✔ org.sonatype.ossindex:ossindex-service-client 1.7.0 (compile)

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✔ org.springframework.data:spring-data-commons 1.13.22.RELEASE (compile)

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✔ org.springframework.data:spring-data-jpa 1.11.22.RELEASE (compile)

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✓ org.springframework:spring-websocket 4.3.24.RELEASE (compile)

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✓ org.zenframework.z8.dependencies.servlet:servlet-api-2.5 2.0 (compile)

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✓ soap:soap 2.3.1 (compile)

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✓ token-retry 3.0.1 (compile)

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

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✔ token-retry-plugin-axis2 3.0.1 (compile)

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✔ us.springett:cpe-parser 2.0.2 (compile)

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✔ weblogic-client 3.0.0 (compile)

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✔ wsadp 2.1.0 (compile)

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✔ wsdl4j:wsdl4j 1.5.1 (compile)

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✔ xalan:serializer 2.7.1 (compile)

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✔ xerces:xercesImpl 2.9.0 (compile)

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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.

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Terms[edit <>]

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

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

History[edit <>]

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

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

source license <> in mid January 2005. The second CDDL proposal, submitted in early January 2005, includes some corrections that prevent the CDDL from being in conflict with European Copyright law and to allow single developers to use the CDDL for their work.

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

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

GPL compatibility[edit <>]

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

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

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

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

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

cdrttools controversy[edit <>]

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

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

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

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

ZFS in the Linux kernel[edit <>]

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

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

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

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

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

On the other hand, Bradley M. Kuhn <> and attorney Karen M. Sandler <> from the Software Freedom Conservancy <>[37] <> argued that Ubuntu would violate both licenses, as a binary ZFS module would be a derivative work of the kernel, and announced their intent to clarify this question, even by court.[38] <>[39] <> In April 2016, theUbuntu <> 16.04 LTS <> release included the CDDL-licensed ZFS on Linux <>.[40] <>

Adoption[edit <>]

Example projects released under CDDL:

- * OpenSolaris <> (including DTrace <>, initially released alone, and ZFS <>)
- * illumos <> (as OpenSolaris OS/Net, continuation project) and illumos distributions <>[41] <>
- * OpenZFS <> multi platform open source volume manager and file system
- * NetBeans <> IDE and RCP
- * GlassFish <>
- * Payara Server <>
- * JWSDP <>
- * Project DReaM <>
- * cdrtools <>
- * OpenDJ <>

See also[edit <>]

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

References[edit <>]

- * ^ a <> b <> c <> d <> e <> f <> g <> "Various Licenses and Comments About Them - Common Development and Distribution License" <https://www.gnu.org/licenses/license-list.html#CDDL>. Free Software Foundation . Retrieved2020-10-14.
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* ^ <> 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)

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* ^ <> 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...

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

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<<http://www.oreilly.de/german/freebooks/gplger>> on 2015-09-08. Retrieved 2010-11-17.

* ^ <> "Neuer Streit um cdrtools"

<<http://www.pro-linux.de/news/1/10155/neuer-streit-um-cdrtools.html>>. Pro-Linux

(in German).Laut Aussagen von Jrg Schilling sind die Lizenzen durchaus miteinander kompatibel. Die Regeln werden oftmals falsch ausgelegt. Die Aussagen der FSF-Verantwortlichen seien oft widersprchlich und in sich nicht schlssig.

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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 cant develop a convincing theory of harm resulting. Because this makes it impossible to take the case to court, effectively it must be concluded that the combination of GPLv2 and CDDL, provided youre following a GPLv2 compliance regime for all the code, is allowable." (23 February 2016)

* ^ <> Moglen, Eben <>; Choudhary, Mishi (26 February 2016). "The Linux Kernel, CDDL and Related Issues"

<<https://softwarefreedom.org/resources/2016/linux-kernel-cddl.html>>.

* ^ <> Moglen, Eben <>; Choudhary, Mishi (26 February 2016). "The Linux Kernel, CDDL and Related Issues"

<<https://softwarefreedom.org/resources/2016/linux-kernel-cddl.html>>.

Historically, there's been things like the original Andrew filesystem module: a standard filesystem that really wasn't written for Linux in the first place, and just implements a UNIX filesystem. Is that derived just because it got ported to Linux that had a reasonably similar VFS interface to what other UNIXes did? ... Personally, I think that case wasn't a derived work, and I was willing to tell the AFS guys so.

* ^ <> Copying

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

on git.kernel.org "NOTE! This copyright does *not* cover user programs that use kernel services <> by normal system calls <> this is merely considered normal use of the kernel, and does *not* fall under the heading of "derived work"."

* ^ <> Software Freedom Law Center Appoints Two New Attorneys to Defend and Support Free and Open Source Software

<<http://www.softwarefreedom.org/news/2005/oct/31/new-attorneys/>> (October 31,

2005)

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

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

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

<<https://sfconservancy.org/blog/2016/feb/25/zfs-and-linux/>> on sfconservancy.org by Bradley 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.

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. 31 October 2006. Retrieved 9 April 2013.

* Redline diffs between MPL 1.1 and CDDL

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2009-03-04

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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/>

* 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)

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

* CDDL Analysis from a DFSG perspective, and Opinion Piece

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

* v <>

* t <>

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

Hardware

* Sun-1 <>

* Sun-2 <>

* Sun-3 <>

* Sun386i <>

* Sun-4 <>

* SPARCstation <>

* 1 <>

* 2 <>

* 10 <>

* 20 <>

* 5 <>

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For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link a program with the library, you must provide complete object files to the recipients so that they can relink them with the library, after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

Also, for each distributor's protection, we want to make certain that everyone understands that there is no warranty for this free library. If the library is modified by someone else and passed on, we want its recipients to know that what they have is not the original version, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

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.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

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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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) The modified work must itself be a software library.

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c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

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.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

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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.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

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c) 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.

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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. However, as a special exception, the source code 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.

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Version 2.1, February 1999

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Preamble

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Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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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.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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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.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the

source along with the object code.

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.

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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.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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Version 3, 29 June 2007

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