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1.40 cas-client-core 3.1.9

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1.41 Castor v1.0.3 1.0.3

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1.42 cglib 2.1_3

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1.46 commons-beanutils 1.6.1

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* $Date: 2003/10/09 21:05:29 $
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* $Revision: 1.2 $
* $Date: 2003/02/02 16:09:53 $
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1.55 commons-httpclient 3.01

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1.56 commons-io-1.0.jar 1.0

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1.57 commons-jxpath-1.1.jar 1.1

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* $Date: 2003/03/11 00:59:10 $
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* $Date: 2003/04/06 20:37:31 $
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1.76 drools-compiler 5.4.0-Final

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1.81 ecs 1.4.2

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1.84 ehcache-jgroupsreplication 1.3.0

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Version 3.1, 31 March 2009

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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.

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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.

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1.95 Henry Spencer Regexp 3.0

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*** THIS IS AN ALTERED VERSION. It was altered by Benoit
*** Goudreault-Emond, bge@videotron.ca, on 2002/01/03, to add \< and
*** \> for word matching, as well as pseudo character classes. It
*** also handles wide characters quite well now. Also, the API was
*** changed so an arbitrary number of parenthesized expressions can
*** be used (and so were the internals of the regexp engine).

***
*** In general, the new API should be more re-entrant.

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1.96 hessian 4.0.3

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*
* @author Scott Ferguson
*/

1.97 Hibernate 3.2.6.ga

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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.

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1.113 JCS v1.2.7.7 1.2.7.7

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1.117 jena 1.4

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

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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.

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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 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.

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:

* 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.)
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* 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.
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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 materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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1.122 jgroups 2.8.1

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b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

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.

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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.

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

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1.129 jutf7 7-1.0.0

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<signature of Ty Coon>, 1 April 1990
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```
/* nicstar.c  v0.22  Jawaid Bazyar (bazyar@hypermall.com)
* nicstar.c, M. Welsh (matt.welsh@cl.cam.ac.uk)
*
* Hacked October, 1997 by Jawaid Bazyar, Interlink Advertising Services Inc.
*  http://www.hypermall.com/
* 10/1/97 - commented out CFG_PHYIE bit - we don't care when the PHY
* interrupts us (except possibly for removal/insertion of the cable?)
* 10/4/97 - began heavy inline documentation of the code. Corrected typos
* and spelling mistakes.
* 10/5/97 - added code to handle PHY interrupts, disable PHY on
* loss of link, and correctly re-enable PHY when link is
* re-established. (put back CFG_PHYIE)
*
*   Modified to work with the IDT7721 nicstar -- AAL5 (tested) only.
*
* R. D. Rechenmacher <ron@fnal.gov>, Aug. 6, 1997 $Revision: 1.1 $ $Date: 1999/08/20 11:00:11 $
*
* Linux driver for the IDT77201 NICStAR PCI ATM controller.
* PHY component is expected to be 155 Mbps S/UNI-Lite or IDT 77155;
* see init_nicstar() for PHY initialization to change this. This driver
* expects the Linux ATM stack to support scatter-gather lists
* (skb->atm.iovcnt != 0) for Rx skb's passed to vcc->push.
*
* Implementing minimal-copy of received data:
*   IDT always receives data into a small buffer, then large buffers
*    as needed. This means that data must always be copied to create
*    the linear buffer needed by most non-ATM protocol stacks (e.g. IP)
*    Fix is simple: make large buffers large enough to hold entire
*    SDU, and leave <small_buffer_data> bytes empty at the start. Then
*    copy small buffer contents to head of large buffer.
*   Trick is to avoid fragmenting Linux, due to need for a lot of large
*    buffers. This is done by 2 things:
*      1) skb->destructor / skb->atm.recycle_buffer
*          combined, allow nicstar_free_rx_skb to be called to
*          recycle large data buffers
*      2) skb_clone of received buffers
*   See nicstar_free_rx_skb and linearize_buffer for implementation
*    details.
*
*
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*
```

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*
* M. Welsh, 6 July 1996
*
*
*/

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$Id: LICENCE,v 1.1 2002/05/20 14:56:37 dwmw2 Exp $
Date: Thu, 29 Apr 2004 14:10:41 -0700 (PDT)
From: Linus Torvalds <torvalds@osdl.org>
To: Giuliano Colla
cc: Linux Kernel Mailing List <linux-kernel@vger.kernel.org>
Subject: Re: [hsflinux] [PATCH] Blacklist binary-only modules lying about
their license
Message-ID: <Pine.LNX.4.58.0404291404100.1629@ppc970.osdl.org>

On Thu, 29 Apr 2004, Giuliano Colla wrote:
>
> Let's try not to be ridiculous, please.

It's not abotu being ridiculous. It's about honoring peoples copyrights.

> As an end user, if I buy a full fledged modem, I get some amount of
> proprietary, non GPL, code which executes within the board or the
> PCMCIA card of the modem. The GPL driver may even support the
> functionality of downloading a new version of *proprietary* code into
> the flash Eprom of the device. The GPL linux driver interfaces with it,
> and all is kosher.

Indeed. Everything is kosher, because the other piece of hardware and
software has _nothing_ to do with the kernel. It's not linked into it, it
cannot reasonably corrupt internal kernel data structures with random
pointer bugs, and in general you can think of firmware as part of the
hardware, not the software of the machine.

> On the other hand, I have the misfortune of being stuck with a
> soft-modem, roughly the *same* proprietary code is provided as a binary
> file, and a linux driver (source provided) interfaces with it. In that
> case the kernel is flagged as "tainted".

It is flagged as tainted, because your argument that it is "the same code"

is totally BOGUS AND UNTRUE!

In the binary kernel module case, a bug in the code corrupts random data
structures, or accesses kernel internals without holding the proper locks,
or does a million other things wrong, BECAUSE A KERNEL MODULE IS VERY
INTIMATELY LINKED WITH THE KERNEL.

A kernel module is _not_ a separate work, and can in _no_ way be seen as
"part of the hardware". It's very much a part of the _kernel_. And the
kernel developers require that such code be GPL'd so that it can be fixed,
or if there's a valid argument that it's not a derived work and not GPL'd,
then the kernel developers who have to support the end result mess most
definitely do need to know about the taint.

You are not the first (and sadly, you likely won't be the last) person to
equate binary kernel modules with binary firmware. And I tell you that
such a comparison is ABSOLUTE CRAPOLA. There's a damn big difference
between running firmware on another chip behind a PCI bus, and linking
into the kernel directly.

And if you don't see that difference, then you are either terminally
stupid, or you have some ulterior reason to claim that they are the same
case even though they clearly are NOT.

> Can you honestly tell apart the two cases, if you don't make a it a case
> of "religion war"?

It has absolutely nothing to do with religion.

Linus

Date: Fri, 5 Dec 2003 09:19:52 -0800 (PST)
From: Linus Torvalds <torvalds@osdl.org>
To: Peter Chubb
cc: linux-kernel@vger.kernel.org
Subject: Re: Linux GPL and binary module exception clause?
Message-ID: <Pine.LNX.4.58.0312050853200.9125@home.osdl.org>

On Fri, 5 Dec 2003, Peter Chubb wrote:
>
> As I understand it, SCO is/was claiming that JFS and XFS are derived
> works of the UNIX source base, because they were developed to match
> the internal interfaces of UNIX, and with knowledge of the internals
> of UNIX -- and they hold the copyrights of and are the licensor of UNIX.

Yes, and I'm not claiming anything like that.

I claim that a "binary linux kernel module" is a derived work of the

kernel, and thus has to come with sources.

But if you use those same sources (and _you_ wrote them) they do not contain any Linux code, they are _clearly_ not derived from Linux, and you can license and use your own code any way you want.

You just can't make a binary module for Linux, and claim that that module isn't derived from the kernel. Because it generally is - the binary module not only included header files, but more importantly it clearly is _not_ a standalone work any more. So even if you made your own prototypes and tried hard to avoid kernel headers, it would _still_ be connected and dependent on the kernel.

And note that I'm very much talking about just the _binary_. Your source code is still very much yours, and you have the right to distribute it separately any which way you want. You wrote it, you own the copyrights to it, and it is an independent work.

But when you distribute it in a way that is CLEARLY tied to the GPL'd kernel (and a binary module is just one such clear tie - a "patch" to build it or otherwise tie it to the kernel is also such a tie, even if you distribute it as source under some other license), you're BY DEFINITION not an independent work any more.

(But exactly because I'm not a black-and-white person, I reserve the right to make a balanced decision on any particular case. I have several times felt that the module author had a perfectly valid argument for why the "default assumption" of being derived wasn't the case. That's why things like the AFS module were accepted - but not liked - in the first place).

This is why SCO's arguments are specious. IBM wrote their code, retained their copyrights to their code AND THEY SEVERED THE CONNECTION TO SCO'S CODE (and, arguably the connections didn't even exist in the first place, since apparently things like JFS were written for OS/2 as well, and the Linux port was based on that one - but that's a separate argument and independent of my point).

See the definition of "derivative" in USC 17.1.101:

> A "derivative work" is a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work".

And a binary module is an "elaboration" on the kernel. Sorry, but that is how it IS.

In short: your code is yours. The code you write is automatically copyrighted by YOU, and as such you have the right to license and use it any way you want (well, modulo _other_ laws, of course - in the US your license can't be racist, for example, but that has nothing to do with copyright laws, and would fall under a totally different legal framework).

But when you use that code to create an "elaboration" to the kernel, that makes it a derived work, and you cannot distribute it except as laid out by the GPL. A binary module is one such case, but even just a source patch is _also_ one such case. The lines you added are yours, but when you distribute it as an elaboration, you are bound by the restriction on derivative works.

Or you had better have some other strong argument why it isn't. Which has been my point all along.

Linus

Date: Wed, 10 Dec 2003 09:10:18 -0800 (PST)
From: Linus Torvalds <torvalds@osdl.org>
To: Larry McVoy
Subject: Re: Linux GPL and binary module exception clause?

On Wed, 10 Dec 2003, Larry McVoy wrote:
>
> Which is? How is it that you can spend a page of text saying a judge doesn't
> care about technicalities and then base the rest of your argument on the
> distinction between a "plugin" and a "kernel module"?

I'll stop arguing, since you obviously do not get it.

I explained the technicalities to _you_, and you are a technical person.

But if you want to explain something to a judge, you get a real lawyer, and you make sure that the lawyer tries to explain the issue in _non_ technical terms. Because, quite frankly, the judge is not going to buy a technical discussion he or she doesn't understand.

Just as an example, how do you explain to a judge how much code the Linux kernel contains? Do you say "it's 6 million lines of C code and header files and documentation, for a total of about 175MB of data"?

Yeah, maybe you'd _mention_ that, but to actually _illustrate_ the point you'd say that if you printed it out, it would be a solid stack of papers

100 feet high. And you'd compare it to the height of the court building you're in, or something. Maybe you'd print out _one_ file, bind it as a book, and wave it around as one out of 15,000 files.

But when _you_ ask me about how big the kernel is, I'd say "5 million lines". See the difference? It would be silly for me to tell you how many feet of paper the kernel would print out to, because we don't have those kinds of associations.

Similarly, if you want to explain the notion of a kernel module, you'd compare it to maybe an extra chapter in a book. You'd make an analogy to something that never _ever_ mentions "linking".

Just imagine: distributing a compiled binary-only kernel module that can be loaded into the kernel is not like distributing a new book: it's more like distributing a extra chapter to a book that somebody else wrote, that uses all the same characters and the plot, but more importantly it literally can only be read _together_ with the original work. It doesn't stand alone.

In short, your honour, this extra chapter without any meaning on its own is a derived work of the book.

In contrast, maybe you can re-write your code and distribute it as a short-story, which can be run on its own, and maybe the author has been influenced by another book, but the short-story could be bound AS IS, and a recipient would find it useful even without that other book. In that case, the short story is not a derived work - it's only inspired.

Notice? This is actually _exactly_ what I've been arguing all along, except I've been arguing with a technical audience, so I've been using technical examples and terminology. But my argument is that just the fact that somebody compiled the code for Linux into a binary module that is useless without a particular version of the kernel DOES MAKE IT A DERIVED WORK.

But also note how it's only the BINARY MODULE that is a derived work. Your source code is _not_ necessarily a derived work, and if you compile it for another operating system, I'd clearly not complain.

This is the "stand-alone short story" vs "extra chapter without meaning outside the book" argument. See? One is a work in its own right, the other isn't.

Linus

Please read the FAQ at http://www.tux.org/lkml/

Date: Thu, 4 Dec 2003 22:43:42 -0800 (PST)
From: Linus Torvalds <torvalds@osdl.org>
To: David Schwartz
cc: linux-kernel@vger.kernel.org
Subject: RE: Linux GPL and binary module exception clause?

On Thu, 4 Dec 2003, David Schwartz wrote:
>
> Yes, but they will cite the prohibition against *creating* derived
> works.

So?

The same prohibition exists with the GPL. You are not allowed to create
and distribute a derived work unless it is GPL'd.

I don't see what you are arguing against. It is very clear: a kernel
module is a derived work of the kernel by default. End of story.

You can then try to prove (through development history etc) that there
would be major reasons why it's not really derived. But your argument
seems to be that _nothing_ is derived, which is clearly totally false, as
you yourself admit when you replace "kernel" with "Harry Potter".

Linus

Date: Wed, 3 Dec 2003 16:00:21 -0800 (PST)
From: Linus Torvalds <torvalds@osdl.org>
To: Kendall Bennet
cc: linux-kernel@vger.kernel.org
Subject: Re: Linux GPL and binary module exception clause?

On Wed, 3 Dec 2003, Kendall Bennett wrote:
>
> I have heard many people reference the fact that the although the Linux
> Kernel is under the GNU GPL license, that the code is licensed with an
> exception clause that says binary loadable modules do not have to be
> under the GPL.

Nope. No such exception exists.

There's a clarification that user-space programs that use the standard
system call interfaces aren't considered derived works, but even that
isn't an "exception" - it's just a statement of a border of what is
clearly considered a "derived work". User programs are _clearly_ not
derived works of the kernel, and as such whatever the kernel license is
just doesn't matter.

And in fact, when it comes to modules, the GPL issue is exactly the same. The kernel _is_ GPL. No ifs, buts and maybe's about it. As a result, anything that is a derived work has to be GPL'd. It's that simple.

Now, the "derived work" issue in copyright law is the only thing that leads to any gray areas. There are areas that are not gray at all: user space is clearly not a derived work, while kernel patches clearly _are_ derived works.

But one gray area in particular is something like a driver that was originally written for another operating system (ie clearly not a derived work of Linux in origin). At exactly what point does it become a derived work of the kernel (and thus fall under the GPL)?

THAT is a gray area, and _that_ is the area where I personally believe that some modules may be considered to not be derived works simply because they weren't designed for Linux and don't depend on any special Linux behaviour.

Basically:
- anything that was written with Linux in mind (whether it then _also_ works on other operating systems or not) is clearly partially a derived work.
- anything that has knowledge of and plays with fundamental internal Linux behaviour is clearly a derived work. If you need to muck around with core code, you're derived, no question about it.

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 didn't feel that I could make that judgment call. Maybe it was, maybe it wasn't, but it clearly is a gray area.

Personally, I think that case wasn't a derived work, and I was willing to tell the AFS guys so.

Does that mean that any kernel module is automatically not a derived work? HELL NO! It has nothing to do with modules per se, except that non-modules clearly are derived works (if they are so central to the kenrel that you can't load them as a module, they are clearly derived works just by virtue of being very intimate - and because the GPL expressly mentions linking).

So being a module is not a sign of not being a derived work. It's just one sign that _maybe_ it might have other arguments for why it isn't derived.

Linus

Date: Wed, 3 Dec 2003 16:23:33 -0800 (PST)
From: Linus Torvalds <torvalds@osdl.org>
To: Kendall Bennett
cc: linux-kernel@vger.kernel.org
Subject: Re: Linux GPL and binary module exception clause?

On Wed, 3 Dec 2003, Linus Torvalds wrote:
>
> So being a module is not a sign of not being a derived work. It's just
> one sign that _maybe_ it might have other arguments for why it isn't
> derived.

Side note: historically, the Linux kernel module interfaces were really quite weak, and only exported a few tens of entry-points, and really mostly effectively only allowed character and block device drivers with standard interfaces, and loadable filesystems.

So historically, the fact that you could load a module using nothing but these standard interfaces tended to be a much stronger argument for not being very tightly coupled with the kernel.

That has changed, and the kernel module interfaces we have today are MUCH more extensive than they were back in '95 or so. These days modules are used for pretty much everything, including stuff that is very much "internal kernel" stuff and as a result the kind of historic "implied barrier" part of modules really has weakened, and as a result there is not avery strong argument for being an independent work from just the fact that you're a module.

Similarly, historically there was a much stronger argument for things like AFS and some of the binary drivers (long forgotten now) for having been developed totally independently of Linux: they literally were developed before Linux even existed, by people who had zero knowledge of Linux. That tends to strengthen the argument that they clearly aren't derived.

In contrast, these days it would be hard to argue that a new driver or filesystem was developed without any thought of Linux. I think the NVidia people can probably reasonably honestly say that the code they ported had _no_ Linux origin. But quite frankly, I'd be less inclined to believe that for some other projects out there..

Linus

Date: Thu, 17 Oct 2002 10:08:19 -0700 (PDT)
From: Linus Torvalds <torvalds@transmeta.com>
To: Christoph Hellwig
Cc: <linux-kernel@vger.kernel.org>
Subject: Re: [PATCH] make LSM register functions GPLonly exports
In-Reply-To: <20021017175403.A32516@infradead.org>
Message-ID: <Pine.LNX.4.44.0210170958340.6739-100000@home.transmeta.com>

Note that if this fight ends up being a major issue, I'm just going to
remove LSM and let the security vendors do their own thing. So far

- I have not seen a lot of actual usage of the hooks
- seen a number of people who still worry that the hooks degrade
  performance in critical areas
- the worry that people use it for non-GPL'd modules is apparently real,
  considering Crispin's reply.

I will re-iterate my stance on the GPL and kernel modules:

 There is NOTHING in the kernel license that allows modules to be
 non-GPL'd.

 The _only_ thing that allows for non-GPL modules is copyright law, and
 in particular the "derived work" issue. A vendor who distributes non-GPL
 modules is _not_ protected by the module interface per se, and should
 feel very confident that they can show in a court of law that the code
 is not derived.

 The module interface has NEVER been documented or meant to be a GPL
 barrier. The COPYING clearly states that the system call layer is such a
 barrier, so if you do your work in user land you're not in any way
 beholden to the GPL. The module interfaces are not system calls: there
 are system calls used to _install_ them, but the actual interfaces are
 not.

 The original binary-only modules were for things that were pre-existing
 works of code, ie drivers and filesystems ported from other operating
 systems, which thus could clearly be argued to not be derived works, and
 the original limited export table also acted somewhat as a barrier to
 show a level of distance.

In short, Crispin: I'm going to apply the patch, and if you as a copyright
holder of that file disagree, I will simply remove all of he LSM code from
the kernel. I think it's very clear that a LSM module is a derived work,
and thus copyright law and the GPL are not in any way unclear about it.

If people think they can avoid the GPL by using function pointers, they are WRONG. And they have always been wrong.

Linus

Date: Fri, 19 Oct 2001 13:16:45 -0700 (PDT)
From: Linus Torvalds <torvalds@transmeta.com>
To: Barnes
Subject: Re: GPL, Richard Stallman, and the Linux kernel

[This is not, of course, a legal document, but if you want to forward it to anybody else, feel free to do so. And if you want to argue legal points with me or point somehting out, I'm always interested. To a point ;-]

On Fri, 19 Oct 2001, Barnes wrote:
>
> I've been exchanging e-mail with Richard Stallman for a couple of
> weeks about the finer points of the GPL.

I feel your pain.

> I've have spent time pouring through mailing list archives, usenet,
> and web search engines to find out what's already been covered about
> your statement of allowing dynamically loaded kernel modules with
> proprietary code to co-exist with the Linux kernel. So far I've
> been unable to find anything beyond vague statements attributed to
> you. If these issues are addressed somewhere already, please refer
> me.

Well, it really boils down to the equivalent of "_all_ derived modules have to be GPL'd". An external module doesn't really change the GPL in that respect.

There are (mainly historical) examples of UNIX device drivers and some UNIX filesystems that were pre-existing pieces of work, and which had fairly well-defined and clear interfaces and that I personally could not really consider any kind of "derived work" at all, and that were thus acceptable. The clearest example of this is probably the AFS (the Andrew Filesystem), but there have been various device drivers ported from SCO too.

> Issue #1
> ========
> Currently the GPL version 2 license is the only license covering the
> Linux kernel. I cannot find any alternative license explaining the
> loadable kernel module exception which makes your position difficult

> to legally analyze.
>
> There is a note at the top of www.kernel.org/pub/linux/kernel/COPYING,
> but that states "user programs" which would clearly not apply to
> kernel modules.
>
> Could you clarify in writing what the exception precisely states?

Well, there really is no exception. However, copyright law obviously hinges on the definition of "derived work", and as such anything can always be argued on that point.

I personally consider anything a "derived work" that needs special hooks in the kernel to function with Linux (ie it is _not_ acceptable to make a small piece of GPL-code as a hook for the larger piece), as that obviously implies that the bigger module needs "help" from the main kernel.

Similarly, I consider anything that has intimate knowledge about kernel internals to be a derived work.

What is left in the gray area tends to be clearly separate modules: code that had a life outside Linux from the beginning, and that do something self-containted that doesn't really have any impact on the rest of the kernel. A device driver that was originally written for something else, and that doesn't need any but the standard UNIX read/write kind of interfaces, for example.

> Issue #2
> ========
> I've found statements attributed to you that you think only 10% of
> the code in the current kernel was written by you. By not being the
> sole copyright holder of the Linux kernel, a stated exception to
> the GPL seems invalid unless all kernel copyright holders agreed on
> this exception. How does the exception cover GPL'd kernel code not
> written by you? Has everyone contributing to the kernel forfeited
> their copyright to you or agreed with the exception?

Well, see above about the lack of exception, and about the fundamental gray area in _any_ copyright issue. The "derived work" issue is obviously a gray area, and I know lawyers don't like them. Crazy people (even judges) have, as we know, claimed that even obvious spoofs of a work that contain nothing of the original work itself, can be ruled to be "derived".

I don't hold views that extreme, but at the same time I do consider a module written for Linux and using kernel infrastructures to get its work done, even if not actually copying any existing Linux code, to be a derived work by default. You'd have to have a strong case to _not_ consider your code a derived work..

> Issue #3
> ========
> This issue is related to issue #1. Exactly what is covered by the
> exception? For example, all code shipped with the Linux kernel
> archive and typically installed under /usr/src/linux, all code under
> /usr/src/linux except /usr/src/linux/drivers, or just the code in
> the /usr/src/linux/kernel directory?

See above, and I think you'll see my point.

The "user program" exception is not an exception at all, for example, it's just a more clearly stated limitation on the "derived work" issue. If you use standard UNIX system calls (with accepted Linux extensions), your program obviously doesn't "derive" from the kernel itself.

Whenever you link into the kernel, either directly or through a module, the case is just a _lot_ more muddy. But as stated, by default it's obviously derived - the very fact that you _need_ to do something as fundamental as linking against the kernel very much argues that your module is not a stand-alone thing, regardless of where the module source code itself has come from.

> Issue #4
> ========
> This last issue is not so much a issue for the Linux kernel
> exception, but a request for comment.
>
> Richard and I both agree that a "plug-in" and a "dynamically
> loaded kernel module" are effectively the same under the GPL.

Agreed.

The Linux kernel modules had (a long time ago), a more limited interface, and not very many functions were actually exported. So five or six years ago, we could believably claim that "if you only use these N interfaces that are exported from the standard kernel, you've kind of implicitly proven that you do not need the kernel infrastructure".

That was never really documented either (more of a guideline for me and others when we looked at the "derived work" issue), and as modules were more-and-more used not for external stuff, but just for dynamic loading of standard linux modules that were distributed as part of the kernel anyway, the "limited interfaces" argument is no longer a very good guideline for "derived work".

So these days, we export many internal interfaces, not because we don't think that they would "taint" the linker, but simply because it's useful

to do dynamic run-time loading of modules even with standard kernel modules that _are_ supposed to know a lot about kernel internals, and are obviously "derived works"..

> However we disagree that a plug-in for a GPL'd program falls
> under the GPL as asserted in the GPL FAQ found in the answer:
> http://www.gnu.org/licenses/gpl-faq.html#GPLAndPlugins.

I think you really just disagree on what is derived, and what is not. Richard is very extreme: _anything_ that links is derived, regardless of what the arguments against it are. I'm less extreme, and I bet you're even less so (at least you would like to argue so for your company).

> My assertion is that plug-ins are written to an interface, not a
> program. Since interfaces are not GPL'd, a plug-in cannot be GPL'd
> until the plug-in and program are placed together and run. That is
> done by the end user, not the plug-in creator.

I agree, but also disrespectfully disagree ;)

It's an issue of what a "plug-in" is - is it a way for the program to internally load more modules as it needs them, or is it _meant_ to be a public, published interface.

For example, the "system call" interface could be considered a "plug-in interface", and running a user mode program under Linux could easily be construed as running a "plug-in" for the Linux kernel. No?

And there, I obviously absolutely agree with you 100%: the interface is published, and it's _meant_ for external and independent users. It's an interface that we go to great lengths to preserve as well as we can, and it's an interface that is designed to be independent of kernel versions.

But maybe somebody wrote his program with the intention to dynamically load "actors" as they were needed, as a way to maintain a good modularity, and to try to keep the problem spaces well-defined. In that case, the "plug-in" may technically follow all the same rules as the system call interface, even though the author doesn't intend it that way.

So I think it's to a large degree a matter of intent, but it could arguably also be considered a matter of stability and documentation (ie "require recompilation of the plug-in between version changes" would tend to imply that it's an internal interface, while "documented binary compatibility across many releases" implies a more stable external interface, and less of a derived work)

Does that make sense to you?

> I asked Richard to comment on several scenarios involving plug-ins
> explain whether or not they were in violation of the GPL. So far he
> as only addressed one and has effectively admitted a hole. This is
> the one I asked that he's responded to:
>   [A] non-GPL'd plug-in writer writes a plug-in for a non-GPL'd
>   program. Another author writes a GPL'd program making the
>   first author's plug-ins compatible with his program. Are now
>   the plug-in author's plug-ins now retroactively required to be
>   GPL'd?
>
> His response:
>   No, because the plug-in was not written to extend this program.
>
> I find it suspicious that whether or not the GPL would apply to the
> plug-in depends on the mindset of the author.

The above makes no sense if you think of it as a "plug in" issue, but it
makes sense if you think of it as a "derived work" issue, along with
taking "intent" into account.

I know lawyers tend to not like the notion of "intent", because it brings
in another whole range of gray areas, but it's obviously a legal reality.

Ok, enough blathering from me. I'd just like to finish off with a few
comments, just to clarify my personal stand:

- I'm obviously not the only copyright holder of Linux, and I did so on
  purpose for several reasons. One reason is just because I hate the
  paperwork and other cr*p that goes along with copyright assignments.

  Another is that I don't much like copyright assignments at all: the
  author is the author, and he may be bound by my requirement for GPL,
  but that doesn't mean that he should give his copyright to me.

  A third reason, and the most relevant reason here, is that I want
  people to _know_ that I cannot control the sources. I can write you a
  note to say that "for use XXX, I do not consider module YYY to be a
  derived work of my kernel", but that would not really matter that much.
  Any other Linux copyright holder might still sue you.

  This third reason is what makes people who otherwise might not trust me
  realize that I cannot screw people over. I am bound by the same
  agreement that I require of everybody else, and the only special status
  I really have is a totally non-legal issue: people trust me.

  (Yes, I realize that I probably would end up having more legal status
  than most, even apart from the fact that I still am the largest single
  copyright holder, if only because of appearances)

- I don't really care about copyright law itself. What I care about is my own morals. Whether I'd ever sue somebody or not (and quite frankly, it's the last thing I ever want to do - if I never end up talking to lawyers in a professional context, I'll be perfectly happy. No disrespect intended) will be entirely up to whether I consider what people do to me "moral" or not. Which is why intent matters to me a lot - both the intent of the person/corporation doign the infringement, _and_ the intent of me and others in issues like the module export interface.

  Another way of putting this: I don't care about "legal loopholes" and word-wrangling.

- Finally: I don't trust the FSF. I like the GPL a lot - although not necessarily as a legal piece of paper, but more as an intent. Which explains why, if you've looked at the Linux COPYING file, you may have noticed the explicit comment about "only _this_ particular version of the GPL covers the kernel by default".

  That's because I agree with the GPL as-is, but I do not agree with the FSF on many other matters. I don't like software patents much, for example, but I do not want the code I write to be used as a weapon against companies that have them. The FSF has long been discussing and is drafting the "next generation" GPL, and they generally suggest that people using the GPL should say "v2 or at your choice any later version".

  Linux doesn't do that. The Linux kernel is v2 ONLY, apart from a few files where the author put in the FSF extension (and see above about copyright assignments why I would never remove such an extension).

The "v2 only" issue might change some day, but only after all documented copyright holders agree on it, and only after we've seen what the FSF suggests. From what I've seen so far from the FSF drafts, we're not likely to change our v2-only stance, but there might of course be legal reasons why we'd have to do something like it (ie somebody challenging the GPLv2 in court, and part of it to be found unenforceable or similar would obviously mean that we'd have to reconsider the license).

Linus

PS. Historically, binary-only modules have not worked well under Linux, quite regardless of any copyright issues. The kernel just develops too quickly for binary modules to work well, and nobody really supports them. Companies like Red Hat etc tend to refuse to have anything to do with binary modules, because if something goes wrong there is nothing they can do about it. So I just wanted to let you know that the _legal_ issue is

just the beginning. Even though you probably don't personally care ;)

1.131 Kettle - Pentaho - Data Integration 4.2.0

1.131.1 Available under license :

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[This is the first released version of the Lesser GPL. It also counts
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1.149 log4j-1.2.8.jar 1.2.8

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1.154 memcached 2.5

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1.156 Mtmtrack.js 2.3.2 2.3.2

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1.161 openSSL 0.9.7b 0.9.7b

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1.163 org.springframework.aop 3.0.0.RELEASE

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1.164 org.springframework.asm 3.0.0.RELEASE

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1.166 org.springframework.context 3.0.0.RELEASE

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1.177 RecDescent.pod 1.26

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1.178 saxpath 1.0

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1.181 servlet-api 2.5

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1.185 slf4j-api 1.6.4

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1.191 Spring Framework 2.5.6.A

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1.192 spring-asm 3.0.0.RELEASE

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1.193 spring-instrument.jar 3.0.3

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1.194 StAX 1.2

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1.207 velocity 1.4

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1.216 xmlrpc.jar 1.2-b1 1.2-b1

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1.217 XPM 3.4k

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```

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1.218 zlib 1.2.3 :1.0.0.0801182

1.218.1 Available under license :

/* zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.3, July 18th, 2005

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Jean-loup Gailly Mark Adler
jloup@gzip.org madler@alumni.caltech.edu

The data format used by the zlib library is described by RFCs (Request for
Comments) 1950 to 1952 in the files http://www.ietf.org/rfc/rfc1950.txt
(zlib format), rfc1951.txt (deflate format) and rfc1952.txt (gzip format).
*/

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