

A Movement Builds as a Diverse Group of 14 Additional Leaders Seek Greater Predictability in Open Source Licensing

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Amazon, Arm, Canonical, GitLab, Intel Corporation, Liferay, Linaro, MariaDB, NEC, Pivotal, Royal Philips, SAS, Toyota and VMware commit to provide a cure period for correcting license compliance issues in GPLv2 software

RALEIGH, N.C.--(BUSINESS WIRE)-- Red Hat, Inc. (NYSE:RHT) today announced that Amazon, Arm, Canonical, GitLab, Intel Corporation, Liferay, Linaro, MariaDB, NEC, Pivotal, Royal Philips, SAS, Toyota and VMware have joined the roster of community and industry leaders in rejecting harsh tactics in the enforcement of open source licenses by adopting the [GPL Cooperation Commitment](#). These commitments reflect the belief that responsible compliance in open source licensing is important and that license enforcement in the open source ecosystem operates by different norms.

These 14 companies join other companies who previously made the commitment: [Red Hat, Facebook, Google, and IBM made the initial commitment in November 2017](#) and were joined in March 2018 by [CA Technologies, Cisco, HPE, Microsoft, SAP, and SUSE](#).

Today's announcement demonstrates the expanded breadth and depth of support for the GPL Cooperation Commitment. Companies adopting the commitment now span geographic regions, include eight Fortune 100 companies, and represent a wide range of industries from enterprise software and hardware to consumer electronics, chip manufacturing to cloud computing, and social networking to automotive. The companies making the commitment represent more than 39 percent of corporate contributions to the Linux kernel, including six of the top 10 corporate contributors.¹

The companies, projects and developers participating in the GPL Cooperation Commitment have extended these rights because they believed it was right for the community and the open source ecosystems in which they participate and encourage other companies and developers to join them. Red Hat applauds them on their forward-thinking actions.

The following companies have agreed to provide curative rights to licensees of GPLv2 and LGPLv2 and 2.1-code that they license:

Red Hat(blog here)	Google	NEC
Amazon	HPE	Pivotal
Arm	IBM	Royal Philips
CA Technologies	Intel Corporation (blog here)	SAP
Canonical	Liferay	SAS
Cisco	Linaro	SUSE
Facebook	MariaDB	Toyota
GitLab	Microsoft	VMware(blog here)

GPL Cooperation Commitment

These companies have committed to provide opportunities for their licensees to correct errors in compliance with their GPLv2 and LGPLv2 and 2.1-licensed software before taking action to terminate the licenses through the [GPL Cooperation Commitment](#). Version 2 of the General Public License (GPLv2) and versions 2 and 2.1 of the Lesser General Public License (LGPLv2) do not contain express "cure" periods to fix problems before these licenses are terminated. This issue was addressed in version 3 of the GPL (GPLv3) which added an opportunity to correct mistakes in license compliance. In order to address the potential imbalance for GPLv2 and LGPLv2-licensed code, these companies have adopted the cure provisions from GPLv3 for their existing and future GPLv2 and LGPLv2-licensed code. This means that users of GPLv2 and LGPLv2-licensed code will have the same opportunity to fix errors as users of GPLv3-licensed code.

Specifically, the commitment language adopted by each company is:

Before filing or continuing to prosecute any legal proceeding or claim (other than a Defensive Action) arising from termination of a Covered License, [Company] commits to extend to the person or entity ("you") accused of violating the Covered License the following provisions regarding cure and reinstatement, taken from GPL version 3. As used here, the term 'this License' refers to the specific Covered License being enforced.

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of

the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

[Company] intends this Commitment to be irrevocable, and binding and enforceable against [Company] and assignees of or successors to [Company]’s copyrights.

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Definitions

‘Covered License’ means the GNU General Public License, version 2 (GPLv2), the GNU Lesser General Public License, version 2.1 (LGPLv2.1), or the GNU Library General Public License, version 2 (LGPLv2), all as published by the Free Software Foundation.

‘Defensive Action’ means a legal proceeding or claim that [Company] brings against you in response to a prior proceeding or claim initiated by you or your affiliate.

‘[Company]’ means [Company] and its subsidiaries.

Supporting Quotes

Michael Cunningham, executive vice president and general counsel, Red Hat

“We are pleased to honor open source community traditions by encouraging this collaborative approach to license commitments among our fellow participants in the open source ecosystem. We are also grateful to the development community for having provided the intellectual underpinnings of the approach to us and the other companies. Many thanks to the Free Software Foundation, Linux Foundation, Linux Foundation Technical Advisory Board, Software Freedom Conservancy, Software Freedom Law Center and all the others that helped lead the way.”

Keith Bergelt, CEO, Open Invention Network

“Consistent with OIN’s mission to provide freedom of action in Linux, we believe it is important to reinforce the principle that IP enforcement should be conducted in a manner that is rational and in consonance with the collaborative process that occurs in open source software. We encourage all participants in the OIN patent non-aggression community to also make the GPL Cooperation Commitment.”

Adrian Cockcroft, vice president, Cloud Architecture Strategy, Amazon

“Amazon and AWS strongly support open source as a way to speed the rate of innovation for our customers, developers, community, and partners. We support changes to open source licensing that furthers the goal of innovation and experimentation on behalf of open source users and contributors.”

Mark Hambleton, vice president of open source software, Arm

“A healthy, thriving open source software community is an essential enabler for innovation across most technology market segments. We have already supported the Linux kernel enforcement statement and we now make a similar cure commitment for GPL and LGPL code. We encourage others to support this movement as we strive for a consistent, fair approach to open source license interpretation and enforcement.”

Sid Sijbrandij, co-founder and CEO, GitLab

“At GitLab we’re committed to a 30-day cure period for GPLv2 because we want a world where everyone can contribute without worrying they won’t have a chance to remedy any mistakes they made.”

Jorge Ferrer, vice president of Engineering, Liferay

“Open source software and communities have always been fundamental to Liferay’s mission of building a vibrant business, making technology useful and investing in communities. We’re proud to be part of the pledge to apply GPLv3’s non-compliance cure provisions to GPLv2, LGPLv2 and LGPLv2.1 because we believe it will provide more fairness and predictability for developers using open source software.”

David Rusling, chief technology officer, Linaro

“It is in Linaro’s and the Arm ecosystem’s interests that the open source projects that we are contributing to and testing remain fair, open and collaborative. Linaro fully endorses and supports Red Hat’s cooperation commitment initiative.”

Kaj Arnö, chief evangelist, MariaDB Corporation

“Open source is the way of the future and we support removing barriers for users to innovate with open source. That’s why we are proud to adopt this common-sense remedy period for fixing license violations.”

Keiichi Seki, senior manager, Open Source Program Office, NEC Corporation

“As a member of open source development communities and also a member of open source foundations, NEC has been making considerable efforts to help expand its ecosystem for more than 15 years. NEC believes this Cooperation Commitment will deepen the collaboration between industry and community. That will cause acceleration of further innovation in the open source ecosystem.”

Ian Andrews, vice president of products, Pivotal

“Pivotal is happy to join in the diverse group of companies and technology leaders incorporating the 30-day cure period included in GPLv3 into GPLv2 and LGPLv2. We strongly believe that this approach to enforcement will further collaboration and participation in open source development, fairness, and the adoption of open source software that underlies everything that we do.”

Jako Eleveld, head of IP Licensing, Royal Philips

“Royal Philips values and supports the extension of a cure period for users of GPLv2 licensed software. Enabling users to correct errors and avoid license termination provides greater legal certainty for implementers. For this reason, and as a proud founder of Open Invention Network, Royal Philips is joining the list of companies making the cure commitment.”

John Boswell, chief legal counsel, SAS

“Open source has become an important part of advancing new technologies that impact how we work and live. But, as with any software,

there are risks when it comes to license infringement issues, and it's important that all parties involved are protected so that they can continue to collaborate and develop new source code. This is why we are supporting Red Hat's efforts to promote greater predictability in open source license enforcement. Doing so gives the open source community the security needed to be innovative when designing new software."

Dirk Hohndel, chief open source officer, VMware

"We believe that open source is an essential building block of today's technology solutions. The GPL is one of the most common open source licenses used and having a predictable and collaborative approach to enforcing that license will help all of us to encourage continued growth in this space. The GPL Cooperation Commitment is a key step to further foster open source software adoption."

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¹ Based on data from the 2017 LINUX KERNEL DEVELOPMENT REPORT published in October 2017.

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