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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



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[This is the first released version of the library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

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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.

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

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

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.



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- b) 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.
- 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.
- d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. 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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#### INTRODUCTION

The [Boost Software License](#) specifies the terms and conditions of use for those Boost libraries that it covers. Currently, some Boost libraries have their own licenses. The hope is that eventually all Boost libraries will be covered by the Boost Software License. In the meantime, **all** libraries comply with the [Boost License requirements](#).

#### HISTORY

As Boost grew, it became unmanageable for each Boost file to have its own license. Users complained that each license needed to be reviewed, and that reviews were difficult or impossible if Boost libraries contained many different licenses. Boost moderators and maintainers spent excessive time dealing with license issues. Boost developers often copied existing licenses without actually knowing if the license wording met legal needs.

To clarify these licensing issues, the Boost moderators asked for help from the Berkman Center for Internet & Society at Harvard Law School, Cambridge, Massachusetts, USA. It was requested that a single Boost license be developed that met the traditional requirements that Boost licenses, particularly:

- Must be simple to read and understand.
- Must grant permission without fee to copy, use and modify the software for any use (commercial and non-commercial).
- Must require that the license appear with all copies [including redistributions] of the software source code.
- Must not require that the license appear with executables or other binary uses of the library.
- Must not require that the source code be available for execution or other binary uses of the library.

Additionally, other common open source licenses were studied to see what additional issues were being treated, and additions representing good legal practice were also requested. The result is the [Boost Software License](#):

Boost Software License - Version 1.0 - August 17th, 2003

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#### **RATIONALE**

The following rationale was provided by Devin Smith, the lawyer who wrote the Boost Software License. It has been edited slightly for brevity. Editorial additions are shown in square brackets.

#### **BENEFIT OF COMMON SOFTWARE LICENSE**

If one of Boost's goals is to ease use and adoption of the various libraries made available by Boost, it does make sense to try to standardize the licenses under which the libraries are made available to users. (I make some recommendations about a possible short-form license below.)

[Standardizing the license will not] necessarily address the issue of satisfying corporate licensees. Each corporation will have its own concerns, based on their own experiences with software licensing and distribution and, if they're careful, will want to carefully review each license, even if they've been told that they're all standard. I would expect that, unless we're remarkably brilliant (or lucky) in drafting the standard Boost license, the standard license won't satisfy the legal departments of all corporations. I imagine that some will, for instance, absolutely insist that licensors provide a warranty of title and provide indemnification for third-party intellectual property infringement claims. Others may want functional warranties. (If I were advising the corporations, I would point out that they're not paying anything for the code and getting such warranties from individual programmers, who probably do not have deep pockets, is not that valuable anyway, but other lawyers may disagree.)

But this can be addressed, not by trying to craft the perfect standard license, but by informing the corporations that they can, if they don't like the standard license, approach the authors to negotiate a different, perhaps even paid, license.

One other benefit of adopting a standard license is to help ensure that the license accomplishes, from a legal perspective, what the authors intend. For instance, many of the [original] licenses for the libraries available on boost.org do not disclaim the warranty of title, meaning that the authors could, arguably, be sued by a user if the code infringes the rights of a third party and the user is sued by that third party. I think the authors probably want to disclaim this kind of liability.

#### **SHORT-FORM LICENSE**

Without in anyway detracting from the draft license that's been circulated [to Boost moderators], I'd like to propose an alternative "short-form" license that Boost could have the library authors adopt. David [Abrahams] has expressed a desire to keep things as simple as possible, and to try to move away from past practice as little as possible, and this is my attempt at a draft.

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Other ways of licensing source files have been considered, but some of them turned out to unintentionally nullify legal elements of the license. Having fixed language for referring to the license helps corporate legal departments evaluate the boost distribution. Creativity in license reference language is strongly discouraged, but judicious changes in the use of whitespace are fine.

**How should the license be applied to documentation files, instead?** Very similarly to the way it is applied to source files: the user should see the very same text indicated in the template above, with the only difference that both the local and the web copy of LICENSE\_1\_0.txt should be linked to. Refer to the HTML source code of this page in case of doubt.

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**How is the Boost license different from the GNU General Public License (GPL)?** The Boost license permits the creation of derivative works for commercial or non-commercial use with no legal requirement to release your source code. Other differences include Boost not requiring reproduction of copyright messages for object code redistribution, and the fact that the Boost license is not "viral": if you distribute your own code along with some Boost code, the Boost license applies only to the Boost code (and modified versions thereof); you are free to license your own code under any terms you like. The GPL is also much longer, and thus may be harder to understand.

**Why the phrase "machine-executable object code generated by a source language processor"?** To distinguish cases where we do not require reproduction of the copyrights and license, such as object libraries, shared libraries, and final program executables, from cases where reproduction is still required, such as distribution of self-extracting archives of source code or precompiled header files. More detailed wording was rejected as not being legally necessary, and reducing readability.

**Why is the "disclaimer" paragraph of the license entirely in uppercase?** Capitalization of these particular provisions is a US legal mandate for consumer protection. (Diane Cabell)

**Does the copyright and license cover interfaces too?** The conceptual interface to a library isn't covered. The particular representation expressed in the header is covered, as is the documentation, examples, test programs, and all the other material that goes with the library. A different implementation is free to use the same logical interface, however. Interface issues have been fought out in court several times; ask a lawyer for details.

**Why doesn't the license prohibit the copyright holder from patenting the covered software?** No one who distributes their code under the terms of this license could turn around and sue a user for patent infringement. (Devin Smith)

Boost's lawyers were well aware of patent provisions in licenses like the GPL and CPL, and would have included such provisions in the Boost license if they were believed to be legally useful.

**Why doesn't the copyright message say "All rights reserved"?** Devin Smith says "I don't think it belongs in the copyright notice for anything (software, electronic documentation, etc.) that is being licensed. It belongs in books that are sold where, in fact, all rights (e.g., to reproduce the book, etc.) are being reserved in the publisher or author. I think it shouldn't be in the BSD license."

**Do I have to copyright/license trivial files?** Even a test file that just contains an empty main() should have a copyright. Files without copyrights make corporate lawyers nervous, and that's a barrier to adoption. The more of Boost is uniformly copyrighted and licensed, the less problem people will have with mounting a Boost release CD on a corporate server.

**Can I use the Boost license for my own projects outside Boost?** Sure; there are no restrictions on the use of the license itself.

**Is the Boost license "Open Source"?** Yes. The Open Source Initiative certified the Boost Software License 1.0 in early 2008.



## TRANSITION

To ease the transition of the code base towards the new common license, several people decided to give a blanket permission for all their contributions to use the new license. This hopefully helps maintainers to switch to the new license once the list contains enough names without asking over and over again for each change. Please consider adding your name to the list.

## ACKNOWLEDGEMENTS

Dave Abrahams led the Boost effort to develop better licensing. The legal team was led by Diane Cabell, Director, Clinical Programs, Berkman Center for Internet & Society, Harvard Law School. Devin Smith, attorney, Nixon Peabody LLP, wrote the Boost License. Eva Chan, Harvard Law School, contributed analysis of Boost issues and drafts of various legal documents. Boost members reviewed drafts of the license. Beman Dawes wrote this web page.

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Yes!

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```
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```

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* 605 E. Springfield, Champaign, IL 61820
* httpd@ncsa.uiuc.edu
*
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Written by: Philip Hazel <ph10@cam.ac.uk>

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25. [Poul-Henning Kamp <phk@FreeBSD.ORG>](mailto:phk@FreeBSD.ORG) Oncore driver (Original author)



26. [Frank Kardel <kardel \(at\) ntp \(dot\) org>](#) PARSE <GENERIC> driver (>14 reference clocks), STREAMS modules for PARSE, support scripts, syslog cleanup, dynamic interface handling
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