

Why Samba moved to GPLv3

SAMBA

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Why use GPL at all ?



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Cast your mind back to the early 1990's

Things were very different..



SMB was a closed, proprietary protocol

- The important parts of the protocol (long filenames etc.) had to be worked out individually using network analysis.
- Different third-party implementations of SMB competed on completeness.
 - No sharing, all secrets jealously guarded as trade secrets.
 - Not conducive to the use of MIT/BSD style licensing.
 - No companies would contribute back.
- Effects of one dominant client vendor.

Members of the Samba Team were part of the GPLv3 drafting process.

GPLv3 was partly constructed to explicitly do what we wanted.

**GPLv2, if it's good enough
for the Linux kernel, why
isn't it good enough for
Samba ?**

GPLv2 is a good license, but is now old (born in 1991).

Use of Open Source/Free Software has changed a great deal since then.

GPLv3 is a *better* license for vendors using Free Software

Let me tell you a story..

The GPL death penalty.



GPLv2 section 4:

“You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License.”

GPLv3 section 8:

“You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

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.”

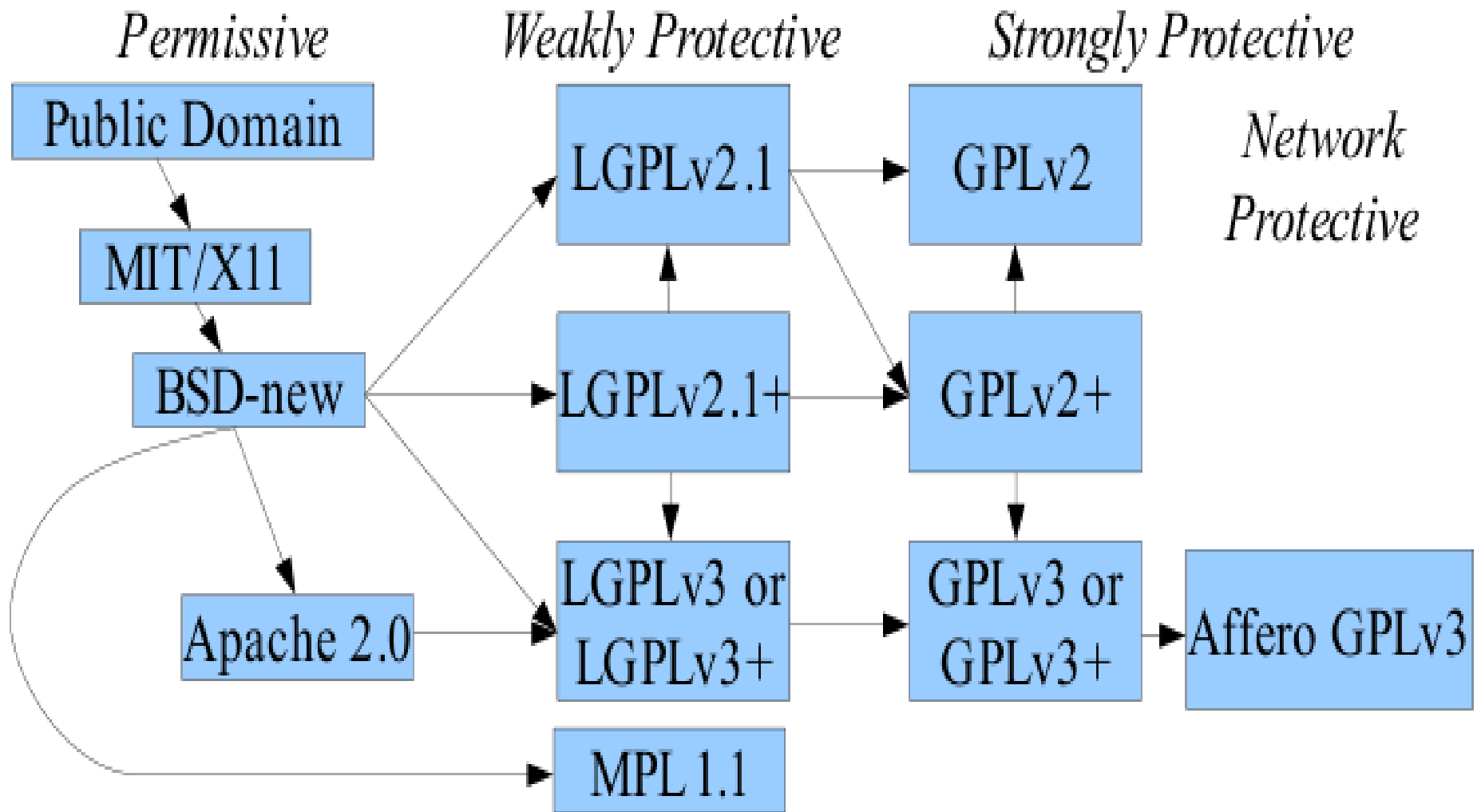
Easier to provide source code

- GPLv2 **requires** a written offer to provide source code.
 - Commonly ignored, but is theoretically a violation of the license.
 - Forces all distributors of binaries to become source code publishers.
- GPLv3 allows web distribution.
 - Vendors shipping unmodified versions of third-party Free Software can now point at that third-party repository to satisfy the source code provisions.

Easier to use with proprietary software

- Section 3 of GPLv2 has the “*system libraries*” exception (although these words are not used in the GPLv2 text).
 - Widely assumed to allow third-party proprietary libraries (Solaris libc for example).
- GPLv3 explicitly allows this, makes it much easier for vendors to separate out what they wish to keep proprietary, and what they wish to release as source code.

Better license compatibility



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More licenses are compatible with GPLv3

- We can now easily incorporate software under the Apache 2.0 license into Samba.
- Only remaining problem is software that is explicitly GPLv2-**only** is not compatible with GPLv3 code.
 - Recommend people who want to keep using GPLv2 use a GPLv2-or-later license.

Better software patent protection

*Software patents
go here*



GPLv2 Section 7 - patent protection

“If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.”

The software patent threat

- Section 7 doesn't protect against agreements structured as “*Covenant not to sue*”, which endanger downstream recipients of code.
- GPLv3 fixes this, also provides much better protection against lawsuits from contributors.
 - Recent news has shown how important this is.
 - Makes all contributors “play nice”.
- Still no defense against patent trolls.

The DRM thing..



Samba and TiVo have history..



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No “locked down” distribution

- Users must be able to install modified versions of GPLv3 licensed code onto their computers and devices.
 - Note this does not mean vendors have to **support** such modified versions.
 - Only one Samba vendor has explicitly stated a problem with this.
- GPLv3 prohibits locked down “app store” models, where devices will only install signed binaries from a third party whom they must trust completely.

Relatively smooth transition

- Most Samba OEM vendors and distributors just smoothly rolled over to the new versions of Samba (3.2.0 and later) that were under GPLv3.
 - No changes needed to any vendors source code distribution mechanisms or GPL compliance efforts.
 - Once in-house lawyers get familiar with GPLv3 I expect Samba adoption under GPLv3 will be preferred as an easier license to work with.

Questions and Comments ?

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