

EXHIBIT 1

BRUCE PERENS

JUNE 28, 2017 BY BRUCE

Warning: Grsecurity: Potential contributory infringement risk for customers

It's my strong opinion that your company should avoid the Grsecurity product sold at grsecurity.net because it presents a contributory infringement risk.

Grsecurity is a patch for the Linux kernel which, it is claimed, improves its security. It is a derivative work of the Linux kernel which touches the kernel internals in many different places. It is inseparable from Linux and can not work without it. it would fail a fair-use test (obviously, ask offline if you don't understand). Because of its strongly derivative nature of the kernel, it must be under the GPL version 2 license, or a license compatible with the GPL and with terms no more restrictive than the GPL. Earlier versions were distributed under GPL version 2.

Currently, Grsecurity is a commercial product and is distributed only to paying customers. My understanding from several reliable sources is that customers are verbally or otherwise warned that if they redistribute the Grsecurity patch, as would be their right under the GPL, that they will be assessed a *penalty*: they will no longer be allowed to be customers, and will not be granted access to any further versions of Grsecurity. GPL version 2 section 6 explicitly prohibits the addition of terms such as this redistribution prohibition.

It is my opinion that this punitive action for performance of what should be a right granted under the GPL is infringing of the copyright upon the Linux kernel and breaches the contract inherent in the GPL.

As a customer, it's my opinion that you would be subject to contributory infringement by employing this product under the no-redistribution policy currently employed by Grsecurity.

I have previously endorsed a company that distributes enhanced versions of GPL software to paying customers, but that company operated differently (and in a way that I would recommend to Grsecurity). They did not make any threat to customers regarding redistribution. They publicly distributed their commercial version within 9 months to one year after its customer-only distribution.

This other company was essentially receiving payment from its customers for the work of making new GPL software available to the public after a relatively short delay, and thus they were doing a public benefit and were, IMO, in compliance with the letter of GPL though perhaps not the spirit. In contrast, Grsecurity does no such public service, and does not allow any redistribution of their Linux derivative, in contravention to the GPL terms.

In the public interest, I am willing to discuss this issue with companies and their legal counsel, under NDA, without charge.

I am an intellectual property and technology specialist who advises attorneys, not an attorney. This is my opinion and is offered as advice to your attorney. Please show this to him or her. Under the law of most states, your attorney who is contracted to you is the only party who can provide you with legal advice.

EXHIBIT 2

BRUCE PERENS

JUNE 28, 2017 BY BRUCE

Warning: Grsecurity: Potential contributory infringement and breach of contract risk for customers

It's my strong opinion that your company should avoid the Grsecurity product sold at grsecurity.net because it presents a contributory infringement and breach of contract risk.

Grsecurity is a patch for the Linux kernel which, it is claimed, improves its security. It is a derivative work of the Linux kernel which touches the kernel internals in many different places. It is inseparable from Linux and can not work without it. it would fail a fair-use test (obviously, ask offline if you don't understand). Because of its strongly derivative nature of the kernel, it must be under the GPL version 2 license, or a license compatible with the GPL and with terms no more restrictive than the GPL. Earlier versions were distributed under GPL version 2.

Currently, Grsecurity is a commercial product and is distributed only to paying customers. Under their [Stable Patch Access Agreement](#), customers are warned that if they redistribute the Grsecurity patch, as would be their right under the GPL, that they will be assessed a *penalty*: they will no longer be allowed to be customers, and will not be granted access to any further versions of Grsecurity. GPL version 2 section 6 explicitly prohibits the addition of terms such as this redistribution prohibition.

By operating under their policy of terminating customer relations upon distribution of their GPL-licensed software, Open Source Security Inc., the owner of Grsecurity, creates an expectation that the customer's business will be damaged by losing access to support and later versions of the product, if that customer exercises their re-distribution right under the GPL license. Grsecurity's Stable Patch Access Agreement adds a term to

the GPL prohibiting distribution or creating a penalty for distribution. GPL section 6 specifically prohibits any addition of terms. Thus, the GPL license, which allows Grsecurity to create its derivative work of the Linux kernel, terminates, and the copyright of the Linux Kernel is infringed. The GPL does not apply when Grsecurity first ships the work to the customer, and thus the customer has paid for an unlicensed infringing derivative work of the Linux kernel developers with all rights reserved. The contract from the Linux kernel developers to both Grsecurity and the customer which is inherent in the GPL is breached.

As a customer, it's my opinion that you would be subject to both contributory infringement and breach of contract by employing this product in conjunction with the Linux kernel under the no-redistribution policy currently employed by Grsecurity.

I have previously endorsed a company that distributes enhanced versions of GPL software to paying customers, but that company operated differently (and in a way that I would recommend to Grsecurity). They did not make any threat to customers regarding redistribution. They publicly distributed their commercial version within 9 months to one year after its customer-only distribution.

This other company was essentially receiving payment from its customers for the work of making new GPL software available to the public after a relatively short delay, and thus they were doing a public benefit and were, IMO, in compliance with the letter of GPL though perhaps not the spirit. In contrast, Grsecurity does no redeeming public service, and does not allow any redistribution of their Linux derivative, in direct contravention to the GPL terms.

In the public interest, I am willing to discuss this issue with companies and their legal counsel, under NDA, without charge.

I am an intellectual property and technology specialist who advises attorneys, not an attorney. This is my opinion and is offered as advice to your attorney. Please show this to him or her. Under the law of most states, your attorney who is contracted to you is the only party who can provide you with legal advice.

EXHIBIT 3

GNU General Public License, version 2

- The latest version of the GPL, version 3
- What to do if you see a possible GPL violation
- Translations of GPLv2
- GPLv2 Frequently Asked Questions
- The GNU General Public License version 2 (GPLv2) in other formats: plain text, Texinfo, LaTeX, standalone HTML, Docbook, Markdown, ODF, RTF

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Version 2, June 1991

```
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END OF TERMS AND CONDITIONS

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If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

```
one line to give the program's name and an idea of what it does.
Copyright (C) yyyy name of author

This program is free software; you can redistribute it and/or
modify it under the terms of the GNU General Public License
as published by the Free Software Foundation; either version 2
of the License, or (at your option) any later version.

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along with this program; if not, write to the Free Software
Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA.
```

Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

```
Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details
type `show w'. This is free software, and you are welcome
to redistribute it under certain conditions; type `show c'
for details.
```

The hypothetical commands ``show w'` and ``show c'` should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than ``show w'` and ``show c'`; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

```
Yoyodyne, Inc., hereby disclaims all copyright
interest in the program `Gnomovision'
(which makes passes at compilers) written
by James Hacker.
```

signature of Ty Coon, 1 April 1989
Ty Coon, President of Vice

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EXHIBIT 4



Stable Patch Access Agreement

Last updated: 10/02/2016

This Stable Patch Access Agreement ("Agreement") allows access to the stable versions of grsecurity® kernel patches. An authorized user includes the individual(s) provided with login credentials directly by Open Source Security, Inc ("the Company"). or others within the organization involved in the stable patch subscription identified to Open Source Security, Inc. (collectively, "the User")

Confidentiality

The User agrees that the User is responsible for maintaining the confidentiality of their login credentials. Disclosure of these credentials is prohibited except as allowed by this agreement.

Redistribution

The User has all rights and obligations granted by grsecurity's software license, version 2 of the GNU GPL. These rights and obligations are listed at <http://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html> (<http://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>).

Notwithstanding these rights and obligations, the User acknowledges that redistribution of the provided stable patches or changelogs outside of the explicit obligations under the GPL to User's customers will result in termination of access to **future** updates of grsecurity stable patches and changelogs.

Making and using copies of the stable patches within a single organization is not considered redistribution (see the GPL FAQ here: <https://www.gnu.org/licenses/old-licenses/gpl-2.0-faq.en.html#InternalDistribution> (<https://www.gnu.org/licenses/old-licenses/gpl-2.0-faq.en.html#InternalDistribution>)).

If the User has received pricing for the stable patches on a specific product, use of the patches on additional products without the consent of the Company will result in termination of access to **future** updates of grsecurity stable patches and changelogs.

Works Made For Hire

No work performed in the process of grsecurity stable patch maintenance or changes made to the grsecurity patches as part of a support agreement shall be considered "works made for hire". Unless a specific arrangement has been put forth otherwise by the Company, the Company retains all Intellectual Property rights and will publish these changes under the GPL to all customers.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts having jurisdiction over The Company's principal office, and both parties hereby consent to such jurisdiction and venue for this purpose.

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While the Company aims only to terminate access to the stable patches in the event of willful violation of the terms in this agreement, we reserve the right to revoke access to the stable patches and changelogs at any time for any reason. In the event of termination, the Company will at its own discretion refund payment for any remaining pre-paid period.

Waiver of Liability

The Company is not liable for any claims, damages, costs, expenses or loss of any kind that may be made or incurred as a result of either the User's access or revocation of access to grsecurity stable patches.

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EXHIBIT 5

The Slur “Open Core”: Toward More Diligent Analysis

**Bradley M.
Kuhn** 

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Software

Résumé

Saturday 5 March 2011 by Bradley M. Kuhn

I certainly deserve some of the blame, and for that I certainly apologize: the phrase “Open Core” has apparently become a slur word, used by those who wish to discredit the position of someone else without presenting facts. I've done my best when using the term to also give facts that backed up the claim, but even so, I finally abandoned the term back in November 2010, and I hope you will too.

The story, from my point of view, began seventeen months ago, when I felt that “Open Core” was a definable term and that behavior was a dangerous practice. I gave it the clear definition that I felt reflected problematic behavior, as I wrote at the time:

Like most buzzwords, Open Core has no real agreed-upon meaning. I'm using it to describe a business model whereby some middleware-ish system is released by a single, for-profit entity copyright holder, who requires copyright-assigned changes back to the company, and that company sells proprietary add-ons and applications that use the framework.

Later — shortly after I pointed out Mark Shuttleworth's fascination with and leanings towards this practice — I realized that it was better to use the preexisting, tried-and-true term for the practice: “proprietary relicensing”. I've been pretty consistent in avoiding the term “Open Core” since then. I called on Shuttleworth to adopt the FSF's recommendations to show Canonical, Ltd. isn't seeking proprietary relicensing and left the whole thing at that. (Shuttleworth, of course, has refused to even respond, BTW.)

Sadly, it was too late: I'd help create a monster. A few weeks later, Alexandre Oliva (whose positions on the issue of proprietary software inside the kernel named Linux I definitely agree with) took it a step too far and called the kernel named Linux an “Open Core” project. Obviously, Linux developers don't and can't engage in proprietary

Tag Cloud

accounting

advocacy

agpl

android

apache apple

apt artistic

asterisk

automotive

autonomous

award

bilski

canonical

cla

community

compliance

conferences

conservanc

copyleft

copyright

cow-orking

cpp

relicensing; some just engage in a “look the other way” mentality with regard to proprietary components inside Linux. At the time, I said that the term “Open Core” was clearly just too confusing to analyze a real-world licensing situation.

So, I just stopped calling things “Open Core”. My concerns currently are regarding the practice of collecting copyright assignments to copyleft software and engaging in proprietary relicensing activity, and I've focused on advocating against that specific practice. That's what I've criticized Canonical, Ltd. for doing — both with their existing copyright assignment policies and with their effort to extend those policies community-wide with the manipulatively named “Project Harmony”.

Shuttleworth, for his part, is now making use the slur phrase I'd inadvertently help create. Specifically, a few days ago, Shuttleworth accused Fedora of being an “Open Core” product.

I've often said that Fedora is primarily a Red Hat corporate project (and it's among the reasons that I run Debian rather than Fedora). However, since “Open Core” clearly still has no agreed-upon meaning, when I read what Shuttleworth said, I considered the question of whether his claim had any merit (using the “Open Core” definition I used myself before I abandoned the term). Put simply, I asked myself the question: “Does Red Hat engaged in “proprietary relicensing of copyleft software with mandatory copyright assignment or non-copyleft CLA“ with Fedora?”.

Fact is, despite having serious reservations about how the RHEL business model works, I have no evidence to show that Red Hat *requires* copyright assignment or a mandatory non-copyleft CLA on copyleft projects on any products *other than Cygwin*. So, if Shuttleworth *had* said: “Cygwin is Red Hat's Open Core product”, I would still encourage him that we should all now drop the term “Open Core”, but I would also agree with him that *Cygwin is a proprietary-relicensed product* and that we should urge Red Hat to abandon that practice. (**Update:** It's also been noted by Fontana on identi.ca (although the statement was subsequently deleted by the user) that some JBoss projects require permissive CLAs but licenses back out under LGPL, so that would be another example.)

But does *Fedora* require contributors to assign copyright or do non-

debian
denounce
development
emacs

encryption
enforcement
exceptions

faif fdl

for-profit

fosdem

fsf gcc

git

gnome

gnu

google

gpl

gpl-compatibility

gpl-

enforcement

gplv3

guadec

identica

infringement

java

javascript

jvm

launchpad

ldap lgpl

libreoffice

libreplanet

licensing

lindows

linux

maemo

mail meego

microsoft

mobile

copyleft licensing? I can't find the evidence, but there are some confusing facts. [Fedora has a Contributor Licensing Agreement \(CLA\)](#), which, in §1(D), clearly allows contributors to chose their own license. If the contributor accepts all the defaults on the existing Fedora CLA, the contributor gives a permissive license to the contribution (even for copyleft projects). Fortunately, though, the author can easily copyleft a work under the agreement, and it is still accepted by Fedora. (Contrast this with [Canonical, Ltd.'s mandatory copyright assignment form](#), which explicitly demands Canonical, Ltd.'s power for proprietary relicensing.)

While Fedora's current CLA does push people toward permissive licensing of copylefted works, the [new draft of the Fedora CLA](#) is much clearer on this point (in §2). In other words, the proposed replacement closes this bug. It thus seems to me Red Hat is looking to make things better, while Canonical, Ltd. hoodwinks us and is manufacturing consent in Project "Harmony" around a proprietary copyright-grab by for-profit corporations. When I line up the two trajectories, Red Hat's slowly getting better, and Canonical, Ltd. is quickly getting worse. Thus, Shuttleworth, sitting in his black pot, clearly has no right say that the slightly brown kettle sitting next to him is black, too.

It could be that Shuttleworth is actually thinking of the RHEL business model itself, which is actually quite different than proprietary relicensing. I do have strong, negative opinions about the RHEL business model; I have long called it the "if you like copyleft, your money is no good here" business model. It's a GPL-compliant business model merely because the GPL is silent on whether or not you must keep someone as your customer. Red Hat tells RHEL customers that if they chose to engage in their rights under GPL, then their support contract will be canceled. I've often pointed out (although this may be the first time publicly on the Internet) that Red Hat found a bright line of GPL compliance, walked right up to it, and were the first to stake out a business model right on the line. (I've been told, though, that Cygnus experimented with this business model before being acquired by Red Hat.) This practice is, frankly, barely legitimate.

Ironically, RMS and I used to say that Canonical, Ltd.'s new business model of interest — proprietary relicensing (once trailblazed by MySQL AB) — was also "barely legitimate". In one literal sense, that's still true: it's legitimate in the sense that it doesn't violate GPL. In the sense of software freedom morality, I think proprietary relicensing harms the

moblin mono
 motorola mta
 mysql net-
 services nlp
 nokia
 non-profit
 np-complete
 open-core
 open-foam
 oracle
 parrot
 patents
 perl
 perljvm
 permissive-license
 piracy podcast
 podjango poker
 politics
 postfix
 proprietary
 qt replicant
 requiem
 rtlinux SCALE
 SCO scotus
 security
 sexism sflc
 slicing
 social-justice
 software
 software-
 freedom
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Free Software community too much, and that it was therefore a mistake to ever tolerate it.

As for RHEL's business model, I've never liked it, but I'm still unsure (even ten years later since its inception) about its software freedom morality. It doesn't seem as harmful as proprietary relicensing. In proprietary licensing, those mistreated under the model are the small business and individual developers who are pressured to give up their copyleft rights lest their patches be rejected or rewritten. The small entities are left to choose between maintaining a fork or giving over proprietary corporate control of the codebase. In RHEL's business model, by contrast, the mistreated entities are large corporations that are forced to choose between exercising their GPL rights and losing access to the expensive RHEL support. It seems to me that the RHEL model is not immoral, but I definitely find it unfriendly and inappropriate, since it says: "if you exercise software freedom, you can't be our customer".

However, when we analyze these models that occupy the zone between license legitimacy and software freedom morality, I think I've learned from the mistake of using slur phrases like "Open Core". From my point of view, most of these "edge" business models have ill effects on software freedom and community building, and we have to examine their nuances mindfully and gage carefully the level of harm caused. Sometimes, over time, that harm shows itself to be unbearable (as with proprietary relicensing). We must stand against such models and meanwhile continue to question the rest with precise analysis.

Posted on Saturday 5 March 2011 at 15:10 by Bradley M. Kuhn.

Comment on this post in [this identi.ca conversation](#).

← **Previous:** [Software Freedom Is Elementary, My Dear Watson.](#)

Next: [Thoughts On GPL Compliance of Red Hat's Linux Distribution](#) →



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#include <std/disclaimer.h>
```

trademarks

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```
use Standard::Disclaimer;  
from standard import disclaimer  
SELECT full_text FROM standard WHERE type = 'disclaimer';
```

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— bkuhn

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Bradley M. Kuhn <bkuhn@ebb.org>

EXHIBIT 6

GPL expert gives Red Hat the all-clear

11 March 2011

Written by [Sam Varghese](#)Published in [Open Sauce](#)

Well-known free software activist and GPL expert Bradley Kuhn says Red Hat's recent change of policy with regard to provision of its kernel source appears, on the surface, to be GPL-compliant.

"The **kernel change** appears to be primarily a packaging decision that makes things less convenient (likely for companies such as Oracle), but Red Hat's change with kernel packaging appears on its surface to be GPL compliant," Kuhn told iTWire in response to a query.

He said that **a recent blog post** that he had made was in no way a comment on the change in Red Hat's policy **as some have concluded**. "My blog (post) wasn't a comment on that topic; it wasn't even in my mind at all when writing it. The RHEL business model plan I was talking about has been standing policy from long ago (going back to at least 2003).

Kuhn said the kernel thing could be part of Red Hat's desire to make sure its business model works as it is "supposed to". "But I am not aware of any change in official Red Hat policy on these issues since the institution of the current RHEL business model," he said.

Asked about the **additional restrictions** that Red Hat is now placing on its customers - anyone who redistributes its GPL-ed code will lose support from the company - Kuhn said: "To my knowledge, Red Hat is in compliance with GPLv2 and GPLv3 on all their distributions and business models. I have no evidence to the contrary; I'm sorry if you got that impression from my blog post; I did try to remain clear that it was GPL-compliant and I was commenting on whether it was good for the community or not (which is often an orthogonal issue to pure compliance)."

The GPLv2, under which the Linux kernel is licensed, says "You may not impose any further restrictions on the recipients' exercise of the rights granted herein." Red Hat's telling customers that they will lose their support if they do redistribute the source could well be interpreted as imposing additional restrictions and thus violating the licence.

But Kuhn doesn't see it this way. "The question comes down to whether or not telling someone 'your money's no good here, I don't want to provide services to you anymore' is a 'further restriction'. I'm not persuaded that it's a 'further restriction'. I agree it's an unfortunate consequence, but if we interpreted the GPL to say that you were required to keep someone as a customer no matter what they did, that would be an unreasonable interpretation.

"As I've said recently on identi.ca to Richard Fontana of Red Hat (and he agreed): the business model that RHEL uses could have been structured in a way that was not compliant with the GPL if they failed to be careful about it. However, the Red Hat lawyers who designed the business model were extremely careful to make sure it was GPL-compliant. I'd agree it's close to the line but it's clearly on the compliant side of it.

Kuhn said the question of whether the business model was nice and/or reasonable was an entirely different matter. "I've been told by sources inside Red Hat that they rarely go to the auditing option in the contract and 'fire their client'. Typically, my Red Hat sources say they have a reasonable conversation with the client to work it out.

"For example, I'm told Red Hat sometimes gets a support request under a RHEL contract for a

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CentOS machine. Obviously, they don't support CentOS, so they tell the client 'if you want to get support, you have to buy a RHEL support contract for the machine in question'. That seems reasonable and GPL-compliant to me. Nothing in the GPL mandates that Red Hat give service and support for a CentOS machine!"

He said it appeared to him that the bigger issue for Red Hat now was companies like Oracle redistributing CentOS-derivatives wholesale, offering support and taking customers away.

"Oracle is well known for unfriendly and aggressive business practices, so I'm not surprised that Red Hat is getting aggressive themselves in response with making it more difficult to figure out the kernel patchsets," he said.

"But, again, that's a different issue than the one I was commenting on, and while I haven't studied the kernel distribution by Red Hat in detail, I highly doubt that Red Hat has failed to comply with the letter of the GPL. I'd be quite surprised if Red Hat violated the GPL; I've never heard a report in my life of Red Hat violating the GPL."

Kuhn conceded that what Red Hat was doing with the kernel sources was not particularly collaborative and also unfriendly.

"But, I also believe they are doing it primarily to fight with Oracle, and given the kind of company Oracle is, I can see it from Red Hat's point of view. This is why *I* don't run a for-profit business - I'm too nice of a guy and I wouldn't make the kind of decisions that fail to maximize (sic) collaborative software development because a competitor is causing me trouble."

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Sam Varghese

A professional journalist with decades of experience, Sam for nine years used DOS and then Windows, which led him to start experimenting with GNU/Linux in 1998. Since then he has written widely about the use of both free and open source software, and the people behind the code. His personal blog is titled Irregular Expression.

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EXHIBIT 7

Thoughts On GPL Compliance of Red Hat's Linux Distribution

**Bradley M.
Kuhn** 

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Résumé

Friday 11 March 2011 by Bradley M. Kuhn

Today, I was interviewed by Sam Varghese about whether Red Hat's current distribution policies for the kernel named Linux are GPL-compliant. You can read there that [AFAICT](#) they are, and have been presented with no evidence to the contrary.

Last week, when the original story broke, I happened to be at the Linux Foundation's End User Summit, and I had a rather extensive discussion with attendees there about this issue, including Jon Corbet, who wrote an article about it. In my mind, the issue was settled after that discussion, and I had actually put out of my mind, until I realized (when Varghese contacted me for an interview) that people had conflated my previous blog post from last weekend as being a comment specifically on the kernel distribution issue. (I'd been otherwise busy this week, and thus hadn't yet seen Jake Edge's follow-up article on LWN (to which I respond to in detail below).)

(BTW, on this issue please note that my analysis below is purely a GPLv2 analysis. GPLv3 analysis may be slightly different here, but since, for the moment, the issue relates to the kernel named Linux which is currently licensed GPLv2-only, discussing GPLv3 in this context is a bit off-topic.)

Preferred Form For Modification

I have been a bit amazed to watch that so much debate on this has happened around the words of “preferred form of the work for making modifications to it” from GPLv2§3. In particular, I can't help chuckling at the esoteric level to which many people believe they can read these words. I laugh to myself and think: “not a one of these people commenting on this has ever tried in their life to actually enforce the GPL”.

To be a bit less sardonic, I agree with those who are saying that the preferred form of modification *should* be the exact organization of the bytes as we would all like to have them to make our further work on the software as easy as possible. But I always look at GPL with an enforcers'

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eye, and have to say this wish is one that won't be fulfilled all the time.

The way “preferred form for modification” ends up working out in GPLv2 enforcement is something more like: “ you must provide complete sources that a sufficiently skilled software developer can actually make use of it without any reverse engineering”. Thus, it does clearly prohibit things like [source on cuneiform tablet that Branden mentions](#). (BTW, I wonder if Branden knows we GPL geeks started using that as an example circa 2001.) GPLv2 also certainly prohibits source obfuscation tools that Jake Edge mentions. But, suppose you give me a nice .tar.bz2 file with all the sources organized neatly in mundane ASCII files, which I can open up with `tar xvf, cd in, type make` and get a binary out of those sources that's functional and feature-equivalent to your binaries, and then I can type `make install` and that binary is put into the right place on the device where your binary runs. I reboot the device, and I'm up and running with my newly compiled version rather than the binary you gave me. I'd call that scenario easily GPLv2 compliant.

Specifically, ease of upstream contribution has almost nothing to do with GPL compliance. Whether you get some software in a form the upstream likes (or can easily use) is more or less irrelevant to the letter of the license. The compliance question always is: did their distribution meet the terms required by the GPL?

Now, I'm talking above about the letter of the license. The spirit of the license is something different. GPL exists (in part) to promote collaboration, and if you make it difficult for those receiving your distributions to easily share and improve the work with a larger community, it's still a fail (in a moral sense), but not a failure to comply with the GPL. It's a failure to treat the community well. Frankly, no software license can effectively prevent annoying and uncooperative behavior from those who seek to only follow the exact letter of the rules.

Prominent Notices of Changes

Meanwhile, what people are [actually complaining](#) about is that [Red Hat RHEL customers have access to better meta-information about why various patches were applied](#). Some have argued (quite reasonably) that this information is required under GPLv2§2(a), but usually that section has been interpreted to allow a very terse changelog. Corbet's original article mentioned that the [Red Hat distribution of the kernel named Linux](#) contains no changelog. I see why he said that, because it took me some

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time to find it myself (and an earlier version of this very blog post was therefore incorrect on that point), but the `src.rpm` file does have what appears to be a changelog embedded in the `kernel.spec` file. There's also a simple summary as well that [in release notes found in a separate src.rpm](#) (in the file called `kernel.xml`). This material seems sufficient to me to meet the letter-of-the-license compliance for GPLv2§2(a) requirements. I, too, wish the log were a bit more readable and organized, but, again, the debate isn't about whether there's optimal community cooperation going on, but rather whether this distribution complies with the GPL.

Relating This to the RHEL Model

[My previous blog post](#), which, while it was focused on answering the question of whether or not Fedora is somehow inappropriately exploited (via, say, proprietary relicensing) to build the RHEL business model, also addressed the issue whether RHEL's business model is GPL-compliant. I didn't think about that blog post in connection with the distribution of the kernel named Linux issue, but even considering that now, I still have no reason to believe RHEL's business model is non-compliant. (I continue to believe it's unfriendly, of course.)

Varghese directly asked me if I felt the “if you exercise GPL rights, then your money's no good here” business model is an additional restriction under GPLv2. I don't think it is, and said so. Meanwhile, I was a bit troubled by the conclusions Jake Edge came to regarding this. First of all, I haven't forgotten about Sveasoft (geez, who could?), but that situation came up years after the RHEL business model started, so Jake's implication that Sveasoft “tried this model first” would be wrong *even if* Sveasoft had an identical business model.

However, the bigger difficulty in trying to use the Sveasoft scenario as precedent (as Jake hints we should) is not only because of the “link rot” Jake referenced, but *also* because Sveasoft frequently modified their business model over a period of years. There's no way to coherently use them as an example for anything but erratic behavior.

The RHEL model, by contrast, AFAICT, has been consistent for nearly a decade. (It was once called the “Red Hat Advanced Server”, but the business model seems to be the same). [Notwithstanding Red Hat employees themselves](#), I've never talked to anyone who particularly likes the RHEL business model or thinks it is community-friendly, *but* I've also never received a report from someone that showed a GPL violation there.

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Even the “report” that first made me aware of the RHEL model, wherein someone told me: “I hired a guy to call Red Hat for service all day every day for eight hours a day and those jerks at Red Hat said they were going to cancel my contract” didn't sound like a GPL violation to me. I'd cancel the guy's contract, too, if his employee was calling me for eight hours a day straight!

More importantly, though, I'm troubled that Jake indicates the RHEL model requires people to “trade” their GPL rights for service, because I don't think that's accurate. He goes further to say that “terminat[ing] ... support contract for users that run their own kernel ... is another restriction on exercising GPL rights”; that's very inaccurate. Refusing to support software that users have modified is completely different from restricting their right to modify. Given that the GPL was designed by a software developer (RMS), I find it particularly unlikely that he would have intended GPL to *require* distributors to provide support for any conceivable modification. What software developers want a license that puts that obligation hanging over their head?

The likely confusion here is using the word “restriction” instead of “consequence”. It's undeniable that your support contractors may throw up their hands in disgust and quit if you modify the software in some strange way and still expect support. It might even be legitimately called a *consequence* of choosing to modify your software. But, you weren't *restricted* from making those modifications — far from it.

As I've [written about before](#), I think most work should always be paid by the hour anyway, which is for me somewhat a matter of personal principle. I therefore always remain skeptical of any software business model that isn't structured around the idea of a group of people getting paid for the hours that they actually worked. But, it's also clear to me that the GPL doesn't mandate that “hourly work contracts” are the only possible compliant business model; there are clearly others that are GPL compliant, too. Meanwhile, it's also trivial to invent a business model that isn't GPL compliant — I see such *every day*, on my ever-growing list of GPL violating companies who sell binary software with no source (nor offer therefor) included. I do find myself wishing that the people debating whether the exact right number of angels are dancing on the head of this particular GPL pin would instead spend some time helping to end the flagrant, constant, and obvious GPL violations with which I spent much time dealing time each week.

On that note, if you ever think that someone is violating the GPL, (either for an esoteric reason or a mundane one), I hope that you will [attempt to get it resolved, and report the violation to a copyright holder or enforcement agent if you can't](#). The part of this debate I find particularly useful here is that people *are* considering carefully whether or not various activities are GPL compliant. To quote the signs all over New York City subways, “If you see something, say something”. Always report suspicious activity around GPL

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software so we find out together as a community if there's really a GPL violation going on, and correct it if there is.

Posted on Friday 11 March 2011 at 17:20 by Bradley M. Kuhn.

Comment on this post in [this identi.ca conversation](#).

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```
#include <std/disclaimer.h>
use Standard::Disclaimer;
from standard import disclaimer
SELECT full_text FROM standard WHERE type = 'disclaimer';
```

Both previously and presently, I have been employed by and/or done work for various organizations that also have views on Free, Libre, and Open Source Software. As should be blatantly obvious, this is my website, not theirs, so please do not assume views and opinions here belong to any such organization. Since I do co-own ebb.org with my wife, it may not be so obvious that these aren't her views and opinions, either.

— bkuhn

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Bradley M. Kuhn <bkuhn@ebb.org>

EXHIBIT 8

BRUCE PERENS

ABOUT BRUCE PERENS

Mr. Perens can be reached at +1 510-4PERENS (+1 510-473-7367) or via email to bruce at perens dot com. Email is usually best.

Bruce Perens is one of the founders of the Open Source movement in software, and was the person to announce “Open Source” to the world. He created the *Open Source Definition*, the set of legal requirements for Open Source licensing which still stands today.

Mr. Perens is presently CEO of *Algoram*, a start-up business which is producing a 50-1000 MHz software-defined radio transceiver, and of *Legal Engineering*, a legal-technical consultancy.

Mr. Perens was Senior Global Strategist for Linux and Open Source with HP, and vice president of Sourcelabs. He represented Open Source at the *U.N. Summit on the Information Society*, at the invitation of the U.N. Development Project. Mr. Perens is the creator of Busybox, which is a component of Millions of commercial devices that use Linux. Busybox has the unfortunate feature of being the most-litigated Open Source program, although Mr. Perens was never associated with the plaintiffs. Mr. Perens eventually started assisting the defendants in these cases, which led to the formation of *Legal Engineering*.

Mr. Perens is a generalist, and feels that the most creative work is done at the intersections between fields rather than as a specialist in only one. Thus, he has worked on the junction of art and software at Pixar Animation Studios, the junction of intellectual property, economics, community, and programming in his work on Open Source, the junction of law and software for *Legal Engineering*, and the junction of electronics, communications, and software in his software-defined radio work for *Algoram*.

For his consultancy, *Legal Engineering*, Bruce Perens is the bridge between lawyers and engineers, helping one to understand the other. He instructs engineers in how to comply with legal requirements and how to deal with intellectual property issues in their own work, and produces clarity for attorneys who are working on issues of computer software.

Among his skills, Mr. Perens is an operating systems programmer, a microcode (a level lower than assembly language, used in CPU design) programmer, computer language designer, is knowledgeable in electronics and an innovator in wireless communications, and is an intellectual property specialist. He is well-known as a technology evangelist, has published 24 books as a series editor, and made his living for several years as a paid public speaker.

Mr. Perens was involved in the creation of the field of 3-D animated feature film, working for 19 years in total in the film industry as a software developer, the last 12 of those years at Pixar, where he interacted frequently with Steve Jobs, designed a computer language for image processing, produced some of the software that Pixar uses to create animation, and was a Unix kernel programmer. He is credited as a senior systems programmer on the films *Toy Story II* and *A Bug's Life*, and had uncredited technical roles in the production of many other films.

Mr. Perens was expert for the plaintiff in the appeal of *Jacobsen v. Katzer*, which established the legality of Open Source licenses. He was a case strategy consultant for Google's outside counsel in the lower court case of *Oracle v. Google*. He has taught Continuing Legal Education classes in many states, although he is not an attorney. Most recently, he was keynote speaker at the Baker and Mackenzie Tech Days 2015, a Silicon Valley event attracting over 250 attorneys.

Mr. Perens was an operating systems programmer at the Computer Graphics Laboratory of the New York Institute of Technology, and a visiting researcher at the University of Agder under a 3-year grant from the Competence Fund of Southern Norway. He was a remote researcher with the Cyber Security Policy Research Institute of George Washington University.

As series editor of the Bruce Perens' Open Source Series with Prentice Hall PTR publishers, Mr. Perens published 24 books on Open Source software under an Open

Publications license (predecessor to the Creative Commons licenses). All but one of the books was profitable and several still sell well more than a decade after publication.

Mr. Perens was founder of No-Code International, which helped to convince the International Telecommunications Union, FCC and the telecommunications regulators of many nations to drop the Morse code requirement for Amateur Radio licensing. With the possible exception of Russia, all nations have now dropped that requirement. Mr. Perens is a Radio Amateur, and holds an Amateur Extra class license, with station license K6BP. He is active in the innovation of new codecs and protocols for digital voice communications. He serves AMSAT in helping to create a new geostationary satellite in cooperation with FEMA, which will provide 24-hour digital communications including disaster services.

EXHIBIT 9

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Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?

- *To:* "Bradley M. Kuhn" <bkuhn@sfconservancy.org>
- *Cc:* debian-user@lists.debian.org
- *Subject:* Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?
- *From:* Bruce Perens <bruce@perens.com>
- *Date:* Fri, 14 Jul 2017 13:07:12 -0700
- *Message-id:*
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Hi Bradley,

I was proceeding after others in the community had already made contact and were rebuffed.

I have definitely looked at the principles of GPL-oriented enforcement that SFC is currently distributing. I have some issues with your current policy.

Let's discuss the policy of forgiveness of past offenses in exchange for current compliance. This has worked very well for the non-profit projects that SFC is actually able to serve, because there is literally no reason for the well-counseled offender not to settle with SFC. Both of us have experience with highly visible deep-pockets offenders who have not been well enough counseled to accept this easy exit from violation.

As you know, I have a compliance business. I have advised every client without exception to come into compliance with the GPL as soon as possible, and where allowed I have engineered that compliance. The companies that reject that advice do not become my customer.

We should remain aware that Richard and Eben made an exception to the policy of not asking for financial damages in the case of Cisco, for quite a large settlement.

With the advent of dual-licensing as used by Artifex (Ghostscript) since 1984, MySQL since the 1990's, and others, we have a paradigm that arguably makes the GPL more fair to more people, especially the GPL developers themselves. Those who wish to participate in the GPL's partnership of sharing do, those who do not pay money, and the money goes to paying the developers to make more good Free Software under the GPL. The developers do not have to wear hair shirts or spend their days as waiters or as programmers of

proprietary software for big companies, but can support their families while creating Free Software. This worked for Peter Deutsch who has been able to enjoy retirement as a composer and musician as a result, and of course for Michael Widenius and his partners in MySQL. We are all using the result of these dual-license enterprises.

It seems to me that it would be fair for these dual-licensing companies, who offered the GPL but made dual licensing available to those who did not wish to accept the GPL terms, to exact the fees of lost commercial licensing from commercial infringers. Those infringers clearly had paid licensing as an option. Dual-licensing is not inimical to the philosophy of Free Software, and SFC should support the dual-license enterprises in collecting fair damages.

I am also concerned because in our society there is a right to sue and collect damages in compensation for violation of your rights, and SFC may have allowed itself, without planning to, to be in the position of suppressing developer's rights. Obviously I am aware of the excesses of the "intellectual property" and tort system, and moderation is necessary. But entirely suppressing the right to collect damages doesn't sound like a good solution.

Then we have the issue of SFC's obvious inability to pursue all but a fraction of one percent of all violators. Besides the obvious cases which remain untried, I have in my own practice twice witnessed SFC so short-staffed as to be unable to respond for many months to a company that was attempting to settle with SFC, and another company that had settled and was attempting to fulfill its continuing obligation to SFC. So, here SFC is as the only organization with funding to pursue violations of the GPL, closing out the avenue for other such organizations to fund themselves through settlement and take up some of the case load. And the developers don't get served and get de-motivated by the persistent and un-remedied infringements. So, unfortunately, the principles of community-oriented enforcement aren't actually serving the community.

Recently, we have observed:

1. Failure of SFC or its funded parties to attempt to appeal the VMWare decision or find another plaintiff.
2. A consultation with the Linux kernel developers who are not terribly in favor of enforcement, I feel due to prejudices so loudly expressed by Linus Torvalds, who just doesn't accept that lawyers are of any benefit to society.
3. No visible enforcement for quite a while.
4. Very many egregious violations in our sight that we have no way to cure.

So eventually, Bradley, we lose patience. I have no way to fund enforcement of GPL violations. I don't have confidence that you can ever handle more than 1% of them, and you don't tell me what 1% you are working on. I only have publicity as a tool.

Thanks

Bruce

On Fri, Jul 14, 2017 at 11:06 AM, Bradley M. Kuhn <bkuhn@sfconservancy.org> wrote:

[I'm not on debian-user regularly but I was dragged into the thread by a large cc list that Bruce started. Removing individual email addresses of possible non-list members, other than Bruce.]

Bruce, if you haven't looked at the Principles of of Community-Oriented

Enforcement <<https://sfconservancy.org/copyleft-compliance/principles.html>>, which were co-published by Conservancy and the FSF, and endorsed by a wide range of other organizations, including FSF Europe and the OSI, you should definitely do so.

The most relevant principle regarding your public post referenced in this thread is: "Confidentiality can increase receptiveness and responsiveness." You don't indicate in your blog post that you put in efforts to resolve this matter confidentially and sought compliance in a collaborative and friendly way first. That's a mistake, in my opinion.

Conservancy often spends years of friendly negotiations, attempting to resolve a GPL enforcement matter before making public statements about it. We have found in our extensive experience of enforcing the GPL that early public statements sometimes thwarts not just our enforcement efforts, but the enforcement efforts of others.

Finally, I have an important general statement that those concerned about violations should consider: With hundreds of known GPL violations going on around the world every day, we should as a community be careful not to over-prioritize any particular violation merely because the press becomes interested. Rather, the giant worldwide queue of known GPL violations should be prioritized by figuring out which ones, if solved, will do the most to maximize software freedom for all users.

--

Bradley M. Kuhn
Distinguished Technologist of Software Freedom Conservancy

=====
Become a Conservancy Supporter today: <https://sfconservancy.org/supporter>

Reply to:

- debian-user@lists.debian.org
- [Bruce Perens \(on-list\)](#)
- [Bruce Perens \(off-list\)](#)

• Follow-Ups:

- [funding & viability questions of GPL enforcement.](#)
 - *From:* "Bradley M. Kuhn" <bkuhn@sfconservancy.org>

• References:

- [Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?](#)
 - *From:* "Bradley M. Kuhn" <bkuhn@sfconservancy.org>

- Prev by Date: [Re: jesse->stretch for DYMO label printer](#)
- Next by Date: [systemd & postgresql - flooding system log](#)
- Previous by thread: [Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?](#)
- Next by thread: [funding & viability questions of GPL enforcement.](#)

- Index(es):
 - [Date](#)
 - [Thread](#)

EXHIBIT 10

```
1 <!DOCTYPE html>
2 <html lang="en-US" class="no-js no-svg">
3 <head>
4 <meta charset="UTF-8">
5 <meta name="viewport" content="width=device-width, initial-scale=1">
6 <script type="text/javascript">
7 //
8 try{if (!window.CloudFlare) {var CloudFlare=
9   [{verbose:0,p:1506397072,byc:0,owlid:"cf",bag2:1,mirage2:0,oracle:0,paths:
10    {cloudflare:"https://ajax.cloudflare.com/cdn-cgi/nexp/dok3v=9eecb7db59
11    /","cloudflare-static": "https://ajax.cloudflare.com/cdn-cgi/scripts/c2b63e8a
12    /"},atok:"45c185875e9a8aabba29d60fa3db39d9",petok:"64025f793a425175a62f59333d5c4379
13    1e582d14-1506744980-1800",rocket: "a",zone:"perens.com"}];document.write('&lt;script
14    type="text/javascript" src="https://ajax.cloudflare.com/cdn-cgi/nexp
15    /dok3v=c37cbdadf2/cloudflare.min.js"&gt;&lt;'+'\&lt;/script&gt;');}}catch(e){};
16 //]]&gt;
17 &lt;/script&gt;
18 &lt;link rel="profile" href="http://gmpg.org/xfn/11"&gt;
19 &lt;script type="text/rocketscript"&gt;(function(html){html.className =
20   html.className.replace(/\bno-js\b/, 'js')})(document.documentElement);&lt;/script&gt;
21 &lt;title&gt;Warning: Grsecurity: Potential contributory infringement and breach of
22   contract risk for customers &amp;#8211; Bruce Perens&lt;/title&gt;
23 &lt;link rel='dns-prefetch' href='//perens.com' /&gt;
24 &lt;link rel='dns-prefetch' href='//fonts.googleapis.com' /&gt;
25 &lt;link rel='dns-prefetch' href='//s.w.org' /&gt;
26 &lt;link href='https://fonts.gstatic.com' crossorigin rel='preconnect' /&gt;
27 &lt;link rel="alternate" type="application/rss+xml" title="Bruce Perens &amp;raquo; Feed"
28   href="http://perens.com/feed/" /&gt;
29 &lt;link rel="alternate" type="application/rss+xml" title="Bruce Perens &amp;raquo;
30   Comments Feed" href="http://perens.com/comments/feed/" /&gt;
31 &lt;link rel="alternate" type="application/rss+xml" title="Bruce Perens &amp;raquo;
32   Warning: Grsecurity: Potential contributory infringement and breach of contract
33   risk for customers Comments Feed" href="http://perens.com/blog/2017/06/28/warning-
34   grsecurity-potential-contributory-infringement-risk-for-customers/feed/" /&gt;
35 &lt;script type="text/rocketscript"&gt;
36   window._wpemojiSettings = {"baseUrl":"https:\\\\s.w.org\\images\\core
37   \\emoji\\2.2.1\\72x72\\","ext":".png","svgUrl":"https:\\\\s.w.org\\images\\core
38   \\emoji\\2.2.1\\svg\\","svgExt":".svg","source":{"concatemoji":"http:\\\\perens.com
39   \\wp-includes\\js\\wp-emoji-release.min.js?ver=4.7.2"}};
40   !function(a,b,c){function d(a){var b,c,d,e,f=String.fromCharCode;
41   if(!k||!k.fillText)return!1;
42   switch(k.clearRect(0,0,j.width,j.height),k.textBaseline="top",k.font="600 32px
43   Arial",a){case"flag":return k.fillText(f(55356,56826,55356,56819),0,0),!
44   (j.toDataURL().length&lt;3e3)&amp;&amp;
45   (k.clearRect(0,0,j.width,j.height),k.fillText(f(55356,57331,65039,8205,55356,57096)
46   ,0,0),b=j.toDataURL(),k.clearRect(0,0,j.width,j.height),k.fillText(f(55356,57331,55
47   356,57096),0,0),c=j.toDataURL(),b!==(c));case"emoji4":return
48   k.fillText(f(55357,56425,55356,57341,8205,55357,56507),0,0),d=j.toDataURL(),k.clear
49   Rect(0,0,j.width,j.height),k.fillText(f(55357,56425,55356,57341,55357,56507),0,0),e
50   =j.toDataURL(),d!==(e))return!1}function e(a){var c=b.createElement("script");
51   c.src=a,c.defer=c.type="text/javascript",b.getElementsByTagName("head")
52   [0].appendChild(c)}var f,g,h,i,j=b.createElement("canvas"),k=j.getContext&amp;&amp;
53   j.getContext("2d");for(i=Array("flag","emoji4"),c.supports=
54   {everything:!0,everythingExceptFlag:!0},h=0;h&lt;i.length;
55   h++)c.supports[i[h]]=d(i[h]),c.supports.everything=c.supports.everything&amp;&amp;
56   c.supports[i[h]],"flag"!==(i[h])&amp;&amp;
57   (c.supports.everythingExceptFlag=c.supports.everythingExceptFlag&amp;&amp;
58   c.supports[i[h]]);
59   c.supports.everythingExceptFlag=c.supports.everythingExceptFlag&amp;&amp;!c.supports.flag,c
60   .DOMReady=!1,c.readyCallback=function(){c.DOMReady=!0},c.supports.everything||
61   (g=function(){c.readyCallback()},b.addEventListener("load",g,!1)):
62   (a.attachEvent("onload",g),b.attachEvent("onreadystatechange",function()</pre></div><div data-bbox="0 981 47 1000" data-label="Page-Footer">1 of 15</div><div data-bbox="858 981 1000 1000" data-label="Page-Footer">9/29/2017, 9:12 PM</div>
```

```
{ "complete"===b.readyState&&c.readyStateCallback() } ) , f=c.source||
{} , f.concatemoji?e(f.concatemoji):f.wpemoji&&f.twemoji&&
(e(f.twemoji),e(f.wpemoji)) } (window,document,window._wpemojiSettings);
24     </script>
25 <style type="text/css">
26 img.wp-smiley,
27 img.emoji {
28     display: inline !important;
29     border: none !important;
30     box-shadow: none !important;
31     height: 1em !important;
32     width: 1em !important;
33     margin: 0 .07em !important;
34     vertical-align: -0.1em !important;
35     background: none !important;
36     padding: 0 !important;
37 }
38 </style>
39 <link rel='stylesheet' id='twentyseventeen-fonts-css'
href='https://fonts.googleapis.com
/css?family=Libre+Franklin%3A300%2C300i%2C400%2C400i%2C600%2C600i%2C800%2C800i&#038
;subset=latin%2Clatin-ext' type='text/css' media='all' />
40 <link rel='stylesheet' id='twentyseventeen-style-css' href='http://perens.com/wp-
content/themes/twentyseventeen/style.css?ver=4.7.2' type='text/css' media='all' />
41 <!--[if lt IE 9]>
42 <link rel='stylesheet' id='twentyseventeen-ie8-css' href='http://perens.com/wp-
content/themes/twentyseventeen/assets/css/ie8.css?ver=1.0' type='text/css'
media='all' />
43 <![endif]-->
44 <!--[if lt IE 9]>
45 <script type='text/javascript' src='http://perens.com/wp-content/themes
/twentyseventeen/assets/js/html5.js?ver=3.7.3'></script>
46 <![endif]-->
47 <script type="text/roscripts" data-rocketsrc="http://perens.com/wp-includes
/js/jquery/jquery.js?ver=1.12.4"></script>
48 <script type="text/roscripts" data-rocketsrc="http://perens.com/wp-includes
/js/jquery/jquery-migrate.min.js?ver=1.4.1"></script>
49 <link rel='https://api.w.org/' href='http://perens.com/wp-json/' />
50 <link rel="EditURI" type="application/rsd+xml" title="RSD" href="http://perens.com
/xmlrpc.php?rsd" />
51 <link rel="wlwmanifest" type="application/wlwmanifest+xml" href="http://perens.com
/wp-includes/wlwmanifest.xml" />
52 <link rel='prev' title='SpaceX Over-Stayed Re-Use of Dragon Capsule on CRS-11
Mission.' href='http://perens.com/blog/2017/06/07/spacex-over-stayed-re-use-of-
dragon-capsule-on-crs-11-mission/' />
53 <link rel='next' title='What the Apache &#8211; Facebook React.js Issue Means to
Companies' href='http://perens.com/blog/2017/07/19/what-the-apache-facebook-
reactos-issue-means-to-companies/' />
54 <meta name="generator" content="WordPress 4.7.2" />
55 <link rel="canonical" href="http://perens.com/blog/2017/06/28/warning-grsecurity-
potential-contributory-infringement-risk-for-customers/" />
56 <link rel='shortlink' href='http://perens.com/?p=340' />
57 <link rel="alternate" type="application/json+oembed" href="http://perens.com/wp-
json/oembed/1.0/embed?url=http%3A%2F
%2Fperens.com%2Fblog%2F2017%2F06%2F28%2Fwarning-grsecurity-potential-contributory-
infringement-risk-for-customers%2F" />
58 <link rel="alternate" type="text/xml+oembed" href="http://perens.com/wp-json/oembed
/1.0/embed?url=http%3A%2F%2Fperens.com%2Fblog%2F2017%2F06%2F28%2Fwarning-
grsecurity-potential-contributory-infringement-risk-for-customers%2F&#038;
format=xml" />
59 <link rel="pingback" href="http://perens.com/xmlrpc.php">
60 </head>
61 <body class="post-template-default single single-post postid-340 single-format-
```

```

standard has-sidebar colors-light">
62 <div id="page" class="site">
63 <a class="skip-link screen-reader-text" href="#content">Skip to content</a>
64 <header id="masthead" class="site-header" role="banner">
65 <div class="custom-header">
66 <div class="custom-header-media">
67 </div>
68 <div class="site-branding">
69 <div class="wrap">
70 <div class="site-branding-text">
71 <p class="site-title"><a href="http://perens.com/" rel="home">Bruce Perens</a></p>
72 </div>
73 </div>
74 </div>
75 </div>
76 </header>
77 <div class="site-content-contain">
78 <div id="content" class="site-content">
79 <div class="wrap">
80 <div id="primary" class="content-area">
81 <main id="main" class="site-main" role="main">
82 <article id="post-340" class="post-340 post type-post status-publish format-
standard hentry category-uncategorized">
83 <header class="entry-header">
84 <div class="entry-meta"><span class="posted-on"><span class="screen-reader-
text">Posted on</span> <a href="http://perens.com/blog/2017/06/28/warning-
grsecurity-potential-contributory-infringement-risk-for-customers/"
rel="bookmark"><time class="entry-date published"
datetime="2017-06-28T01:25:39+00:00">June 28, 2017</time><time class="updated"
datetime="2017-07-10T15:11:18+00:00">July 10, 2017</time></a></span><span
class="byline"> by <span class="author vcard"><a class="url fn n"
href="http://perens.com/blog/author/bruce/">Bruce</a></span></span></div><h1
class="entry-title">Warning: Grsecurity: Potential contributory infringement and
breach of contract risk for customers</h1> </header>
85 <div class="entry-content">
86 <p>It's my strong opinion that your company should avoid the Grsecurity
product sold at grsecurity.net because it presents a contributory infringement and
breach of contract risk.</p>
87 <p>Grsecurity is a patch for the Linux kernel which, it is claimed, improves its
security. It is a derivative work of the Linux kernel which touches the kernel
internals in many different places. It is inseparable from Linux and can not work
without it. it would fail a fair-use test (obviously, ask offline if you
don't understand). Because of its strongly derivative nature of the kernel,
it must be under the GPL version 2 license, or a license compatible with the GPL
and with terms no more restrictive than the GPL. Earlier versions were distributed
under GPL version 2.</p>
88 <p>Currently, Grsecurity is a commercial product and is distributed only to paying
customers. Under their <a href="http://perens.com/wp-content/uploads/2017/06
/grsecstablepatchaccessagreement_additionalterms.pdf">Stable Patch Access
Agreement</a>, customers are warned that if they redistribute the Grsecurity patch,
as would be their right under the GPL, that they will be assessed a
<em>penalty:</em> they will no longer be allowed to be customers, and will not be
granted access to any further versions of Grsecurity. GPL version 2 section 6
explicitly prohibits the addition of terms such as this redistribution
prohibition.</p>
89 <p>By operating under their policy of terminating customer relations upon
distribution of their GPL-licensed software, Open Source Security Inc., the owner
of Grsecurity, creates an expectation that the customer's business will be
damaged by losing access to support and later versions of the product, if that
customer exercises their re-distribution right under the GPL license.
Grsecurity's Stable Patch Access Agreement adds a term to the GPL prohibiting
distribution or creating a penalty for distribution. GPL section 6 specifically
prohibits any addition of terms. Thus, the GPL license, which allows Grsecurity to

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create its derivative work of the Linux kernel, terminates, and the copyright of the Linux Kernel is infringed. The GPL does not apply when Grsecurity first ships the work to the customer, and thus the customer has paid for an unlicensed infringing derivative work of the Linux kernel developers with all rights reserved.

The contract from the Linux kernel developers to both Grsecurity and the customer which is inherent in the GPL is breached.</p>

90 <p>As a customer, it's my opinion that you would be subject to both contributory infringement and breach of contract by employing this product in conjunction with the Linux kernel under the no-redistribution policy currently employed by Grsecurity.</p>

91 <p>I have previously endorsed a company that distributes enhanced versions of GPL software to paying customers, but that company operated differently (and in a way that I would recommend to Grsecurity). They did not make any threat to customers regarding redistribution. They publicly distributed their commercial version within 9 months to one year after its customer-only distribution.</p>

92 <p>This other company was essentially receiving payment from its customers for the work of making new GPL software available to the public after a relatively short delay, and thus they were doing a public benefit and were, IMO, in compliance with the letter of GPL though perhaps not the spirit. In contrast, Grsecurity does no redeeming public service, and does not allow any redistribution of their Linux derivative, in direct contravention to the GPL terms.</p>

93 <p>In the public interest, I am willing to discuss this issue with companies and their legal counsel, under NDA, without charge.</p>

94 <p>I am an intellectual property and technology specialist who advises attorneys, not an attorney. This is my opinion and is offered as advice to your attorney. Please show this to him or her. Under the law of most states, your attorney who is contracted to you is the only party who can provide you with legal advice.</p>

95 </div>

96 </article>

97 <nav class="navigation post-navigation" role="navigation">

98 <h2 class="screen-reader-text">Post navigation</h2>

99 <div class="nav-links"><div class="nav-previous">Previous PostPrevious <svg class="icon icon-arrow-left" aria-hidden="true" role="img"> <use href="#icon-arrow-left" xlink:href="#icon-arrow-left"></use></svg> SpaceX Over-Stated Re-Use of Dragon Capsule on CRS-11 Mission.</div><div class="nav-next">Next PostNext What the Apache – Facebook React.js Issue Means to Companies<svg class="icon icon-arrow-right" aria-hidden="true" role="img"> <use href="#icon-arrow-right" xlink:href="#icon-arrow-right"></use> </svg></div>

100 </nav>

101 </main>

102 </div>

103 <aside id="secondary" class="widget-area" role="complementary">

104 <section id="search-2" class="widget widget_search">

105 <form role="search" method="get" class="search-form" action="http://perens.com/">

106 <label for="search-form-59cee27c4ef9e">

107 Search for:

108 </label>

109 <input type="search" id="search-form-59cee27c4ef9e" class="search-field" placeholder="Search …" value="" name="s" />

110 <button type="submit" class="search-submit"><svg class="icon icon-search" aria-hidden="true" role="img"> <use href="#icon-search" xlink:href="#icon-search"></use></svg>Search</button>

111 </form>

112 </section><section id="pages-3" class="widget widget_pages"><h2 class="widget-title">Pages</h2>

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113 <li class="page_item page-item-45"><a href="http://perens.com/about-bruce-perens
114 /">About Bruce Perens</a></li>
115 </ul>
116 </section> <section id="recent-posts-2" class="widget widget_recent_entries"> <h2
117 class="widget-title">Recent Posts</h2> <ul>
118 <li>
119 <a href="http://perens.com/blog/2017/09/26/on-usage-of-the-phrase-open-source/">On
120 Usage of The Phrase &#8220;Open Source&#8221;</a>
121 </li>
122 <li>
123 <a href="http://perens.com/blog/2017/09/20/the-maker-community-needs-better-u-s-
124 companies/">The Maker Community Needs Better U.S. Companies</a>
125 </li>
126 <li>
127 <a href="http://perens.com/blog/2017/08/08/vmware-linux-lawsuit-still-going-
128 on/">VMWare Linux Lawsuit Still Going On</a>
129 </li>
130 <li>
131 <a href="http://perens.com/blog/2017/08/03/a-note-about-our-legal-counsel/">A Note
132 About Our Legal Counsel</a>
133 </li>
134 </ul>
135 </section> <section id="meta-2" class="widget widget_meta"><h2 class="widget-
136 title">Meta</h2> <ul>
137 <li><a href="http://perens.com/wp-login.php?action=register">Register</a></li>
138 <li><a href="http://perens.com/wp-login.php">Log in</a></li>
139 <li><a href="http://perens.com/feed/">Entries <abbr title="Really Simple
140 Syndication">RSS</abbr></a></li>
141 <li><a href="http://perens.com/comments/feed/">Comments <abbr title="Really Simple
142 Syndication">RSS</abbr></a></li>
143 <li><a href="https://wordpress.org/" title="Powered by WordPress, state-of-the-art
144 semantic personal publishing platform.">WordPress.org</a></li> </ul>
145 </section></aside>
146 </div>
147 </div>
148 <div id="colophon" class="site-footer" role="contentinfo">
149 <div class="wrap">
150 <div class="site-info">
151 <a href="https://wordpress.org/">Proudly powered by WordPress</a>
152 </div>
153 </div>
154 </div>
155 </div>
156 <script type="text/rocksript">
157 /* <![CDATA[ */
158 var twentyseventeenScreenReaderText = {"quote":"<svg class=\"icon icon-quote-
159 right\" aria-hidden=\"true\" role=\"img\"> <use href=\"#icon-quote-right\"
160 xlink:href=\"#icon-quote-right\"></use> </svg>"};
161 /* ]]> */
162 </script>
163 <script type="text/rocksript" data-rocketsrc="http://perens.com/wp-content
164 /themes/twentyseventeen/assets/js/skip-link-focus-fix.js?ver=1.0"></script>
165 <script type="text/rocksript" data-rocketsrc="http://perens.com/wp-content
166 /themes/twentyseventeen/assets/js/global.js?ver=1.0"></script>
167 <script type="text/rocksript" data-rocketsrc="http://perens.com/wp-content
```

```

/themes/twentyseventeen/assets/js/jquery.scrollTo.js?ver=2.1.2"></script>
158 <script type="text/rocksript" data-rocketsrc="http://perens.com/wp-includes
/js/wp-embed.min.js?ver=4.7.2"></script>
159 <svg style="position: absolute; width: 0; height: 0; overflow: hidden;"
version="1.1" xmlns="http://www.w3.org/2000/svg" xmlns:xlink="http://www.w3.org
/1999/xlink">
160 <defs>
161 <symbol id="icon-behance" viewBox="0 0 37 32">
162 <path class="path1" d="M33 6.054h-9.125v2.214h9.125v-2.214zM28.5 13.661q-1.607
0-2.607 0.938t-1.107 2.545h7.286q-0.321-3.482-3.571-3.482zM28.786 24.107q1.125 0
2.179-0.571t1.357-1.554h3.946q-1.786 5.482-7.625 5.482-3.821 0-6.080-2.357t-
2.259-6.196q0-3.714 2.33-6.17t6.009-2.455q2.464 0 4.295 1.214t2.732 3.196 0.902
4.429q0 0.304-0.036 0.839h-11.75q0 1.982 1.027 3.063t2.973 1.080zM4.946
23.214h5.286q3.661 0 3.661-2.982 0-3.214-3.554-3.214h-5.393v6.196zM4.946
13.625h5.018q1.393 0 2.205-0.652t0.813-2.027q0-2.571-3.393-2.571h-4.643v5.25zM0
4.536h10.607q1.554 0 2.768 0.25t2.259 0.848 1.607 1.723 0.563 2.75q0 3.232-3.071
4.696 2.036 0.571 3.071 2.054t1.036 3.643q0 1.339-0.438 2.438t-1.179 1.848-1.759
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163 </symbol>
164 <symbol id="icon-deviantart" viewBox="0 0 18 32">
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167 <symbol id="icon-medium" viewBox="0 0 32 32">
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0.179-0.607t0.518-0.25q0.25 0 0.786 0.268l9.125 4.571q0.054 0.054 0.054
0.089zM11.804 9.321h9.536 15.464-9.536-4.75v-10.714zM32 9.643v18.821q0 0.446-0.25
0.723t-0.679 0.277-0.839-0.232l-7.875-3.929zM31.946 7.5q0 0.054-4.58 7.491t-5.366
8.705l-6.964-11.321 5.786-9.411q0.304-0.5 0.929-0.5 0.25 0 0.464 0.107l9.661
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169 </symbol>
170 <symbol id="icon-slideshare" viewBox="0 0 32 32">
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2.554zM24.554 13.214q0 1.482-1.125 2.545t-2.732 1.063q-1.589 0-2.723-1.063t-
1.134-2.545q0-1.5 1.134-2.554t2.723-1.054q1.607 0 2.732 1.054t1.125 2.554zM28.571
16.429v-11.911q0-1.554-0.571-2.205t-1.982-0.652h-19.857q-1.482 0-2.009 0.607t-0.527
2.25v12.018q0.768 0.411 1.58 0.714t1.446 0.5 1.446 0.33 1.268 0.196 1.25 0.071
1.045 0.009 1.009-0.036 0.795-0.036q1.214-0.018 1.696 0.482 0.107 0.107 0.179 0.161
0.464 0.446 1.089 0.911 0.125-1.625 2.107-1.554 0.089 0 0.652 0.027t0.768 0.036
0.813 0.018 0.946-0.018 0.973-0.080 1.089-0.152 1.107-0.241 1.196-0.348 1.205-0.482
1.286-0.616zM31.482 16.339q-2.161 2.661-6.643 4.5 1.5 5.089-0.411 8.304-1.179
2.018-3.268 2.643-1.857 0.571-3.25-0.268-1.536-0.911-1.464-2.929l-0.018-5.821v-
0.018q-0.143-0.036-0.438-0.107t-0.42-0.089l-0.018 6.036q0.071 2.036-1.482
2.929-1.411 0.839-3.268
0.268-2.089-0.643-3.25-2.679-1.875-3.214-0.393-8.268-4.482-1.839-6.643-4.5-0.446-0.
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172 </symbol>
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0.911-0.241t0.911-0.241q0.518 0 1 0.321t0.482 0.821q0 0.571-0.563 0.964t-1.232
0.563-1.232 0.518-0.563 0.848q0 0.268 0.214 0.768 0.661 1.464 1.83 2.679t2.58
1.804q0.5 0.214 1.429 0.411 0.5 0.107 0.5 0.625 0 1.25-3.911 1.839-0.125
0.196-0.196 0.696t-0.25 0.83-0.589 0.33q-0.357 0-1.107-0.116t-1.143-0.116q-0.661
0-1.107 0.089-0.571 0.089-1.125 0.402t-1.036 0.679-1.036 0.723-1.357 0.598-1.768
0.241q-0.929 0-1.723-0.241t-1.339-0.598-1.027-0.723-1.036-0.679-1.107-0.402q-
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0.25-0.848-0.196-0.714q-3.911-0.589-3.911-1.839 0-0.518 0.5-0.625 0.929-0.196
1.429-0.411 1.393-0.571 2.58-1.804t1.83-2.679q0.214-0.5 0.214-0.768

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0-0.5-0.563-0.848t-1.241-0.527-1.241-0.563-0.563-0.938q0-0.482
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0.571-0.125-0.161-2.536-0.161-3.393 0-2.179 0.482-3.214 1.143-2.446
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175 </symbol>

176 <symbol id="icon-yelp" viewBox="0 0 27 32">

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0.232-0.268-0.304-0.643-0.018-0.214 0.071-0.464 0.071-0.179
0.607-0.839t3.232-3.857q0.018 0 1.071-1.25 0.268-0.339 0.705-0.438t0.884
0.063q0.429 0.179 0.67 0.518t0.223 0.75zM11.143 19.071q-0.054 0.982-0.929
1.251-2.143 0.696q-4.911 1.571-5.214
1.571-0.625-0.036-0.964-0.643-0.214-0.446-0.304-1.339-0.143-1.357
0.018-2.973t0.536-2.223 1-0.571q0.232 0 3.607 1.375 1.25 0.518 2.054 0.83911.5
0.607q0.411 0.161 0.634 0.545t0.205 0.866zM25.893 24.375q-0.125 0.964-1.634
2.875t-2.42 2.268q-0.661 0.25-1.125-0.125-0.25-0.179-3.286-5.1251-0.839-1.375q-
0.25-0.375-0.205-0.821t0.348-0.821q0.625-0.768 1.482-0.464 0.018 0.018 2.125 0.714
3.625 1.179 4.321 1.42t0.839 0.366q0.5 0.393 0.393 1.089zM13.893 13.089q0.089
1.821-0.964 2.179-1.036 0.304-2.036-1.2681-6.75-10.679q-0.143-0.625 0.339-1.107
0.732-0.768 3.705-1.598t4.009-0.563q0.714 0.179 0.875 0.804 0.054 0.321 0.393
5.455t0.429 6.777zM25.714 15.018q0.054 0.696-0.464 1.054-0.268 0.179-5.875
1.536-1.196 0.268-1.625 0.41110.018-0.036q-0.411 0.107-0.821-0.071t-0.661-0.571q-
0.536-0.839 0-1.554 0.018-0.018 1.339-1.821 2.232-3.054
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178 </symbol>

179 <symbol id="icon-vine" viewBox="0 0 27 32">

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0.804-2.893-0.054-0.5-0.304-1.080-0.777t-
1.518-1.491-1.83-2.295-1.92-3.286-1.884-4.357-1.634-5.616-1.259-6.964h5.054q0.464
3.893 1.25 7.116t1.866 5.661 2.17 4.205 2.5 3.482q3.018-3.018
5.125-7.25-2.536-1.286-3.982-3.929t-1.446-5.946q0-3.429
1.857-5.616t5.071-2.188q3.179 0 4.875 1.884t1.696 5.313q0 2.839-1.036 5.107-0.125
0.018-0.348 0.054t-0.821 0.036-1.125-0.107-1.107-0.455-0.902-0.92q0.554-1.839
0.554-3.286 0-1.554-0.518-2.357t-1.411-0.804q-0.946 0-1.518 0.884t-0.571 2.509q0
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181 </symbol>

182 <symbol id="icon-vk" viewBox="0 0 35 32">

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1.464h0.01810.071 0.071q2.518 2.339 3.411 3.946 0.054 0.089 0.116 0.223t0.125
0.473-0.009 0.607-0.446 0.491-1.054 0.2231-4.571 0.071q-0.429 0.089-1-0.089t-
0.929-0.3931-0.357-0.214q-0.536-0.375-1.25-1.143t-
1.223-1.384-1.089-1.036-1.009-0.277q-0.054 0.018-0.143 0.063t-0.304 0.259-0.384
0.527-0.304 0.929-0.116 1.384q0 0.268-0.063 0.491t-0.134 0.331-0.071 0.089q-0.321
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0.429 0.571 0.357 0.893 0.821 1.848t0.732 1.45510.286 0.518q0.518 1.071 1
1.857t0.866 1.223 0.741 0.688 0.607 0.25 0.482-0.089q0.036-0.018
0.089-0.089t0.214-0.393 0.241-0.839 0.17-1.446 0-2.232q-0.036-0.714-0.161-1.304t-
0.25-0.8211-0.107-0.214q-0.446-0.607-1.518-0.768-0.232-0.036 0.089-0.429
0.304-0.339 0.679-0.536 0.946-0.464 4.268-0.429 1.464 0.018 2.411 0.232 0.357 0.089
0.598 0.241t0.366 0.429 0.188 0.571 0.063 0.813-0.018 0.982-0.045 1.259-0.027
1.473q0 0.196-0.018 0.75t-0.009 0.857 0.063 0.723 0.205 0.696 0.402 0.438q0.143
0.036 0.304 0.071t0.464-0.196 0.679-0.616 0.929-1.196 1.214-1.92q1.071-1.857
1.911-4.018 0.071-0.179 0.179-0.313t0.196-0.18810.071-0.054 0.089-0.045t0.232-0.054
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184 </symbol>

185 <symbol id="icon-search" viewBox="0 0 30 32">

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2.214-2.554 0-4.884-0.991t-4.018-2.679-2.679-4.018-0.991-4.884 0.991-4.884
2.679-4.018 4.018-2.679 4.884-0.991 4.884 0.991 4.018 2.679 2.679 4.018 0.991
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0.17t-0.17 0.402q0 3 2.625 5.071 3.446 2.714 7.161 5.661 0.107 0.089 0.625
0.527t0.821 0.67 0.795 0.563 0.902 0.491 0.768 0.161h0.036q0.357 0
0.768-0.161t0.902-0.491 0.795-0.563 0.821-0.67 0.625-0.527q3.714-2.946 7.161-5.661
0.964-0.768 1.795-2.063t0.83-2.348zM32 7.429v19.429q0 1.179-0.839 2.018t-2.018
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0.5-0.5-0.5-1.214t0.5-1.214l5.25-5.25 5.25q0.5 0.5-1.214 0.5t1.214 0.5l5.25 5.25
5.25q0.5-0.5 1.214-0.5t1.214 0.5l2.429 2.429q0.5 0.5 0.5 1.214t-0.5
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0.179-0.179-0.179-0.411t0.179-0.411l0.893-0.893q0.179-0.179 0.411-0.179t0.411
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197 <symbol id="icon-folder-open" viewBox="0 0 34 32">
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0.554-1.179l6-7.071q0.768-0.911 2.152-1.545t2.563-0.634h19.429q0.607 0 1.080
0.232t0.473 0.768zM27.429 10.857v2.857h-14.857q-1.679 0-3.518 0.848t-2.929
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0.696-2.75q0-1.571 0.786-2.911 2.161 2.661 5.259 4.259t6.634 1.777q-
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203 <symbol id="icon-facebook" viewBox="0 0 19 32">
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0.366 2.679t0.938 1.875 1.438 1.196 1.679 0.696 1.83 0.321q-0.696 0.643-0.875
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0.161 0.25 0.232 0.214l0.125 0.089q0.393 0.179 0.777 0.679t0.563 0.911l0.179
0.411q0.232 0.679 0.786 1.098t1.196 0.536 1.241 0.125 0.991-0.063l0.411-0.071q0
0.679 0.009 1.58t0.009 0.973q0 0.321-0.232 0.536t-0.714 0.125q-
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6.884-1.839zM5.196 21.982q0.054-0.125-0.125-0.214-0.179-0.054-0.232 0.036-0.054
0.125 0.125 0.214 0.161 0.107 0.232-0.036zM5.75
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2.241-5.42v-4.75h5.857v4.679q0 0.768 0.536 1.295t1.286 0.527 1.286-0.527
0.536-1.295v-11.071q0-3.054 2.259-5.214t5.384-2.161q3.143 0 5.393 2.179t2.25
5.25v2.4291-3.482 1.036zM28.429 16.679h5.857v4.75q0 3.179-2.241 5.42t-5.42
2.241q-3.161 0-5.411-2.223t-2.25-5.366v-4.78612.339 1.089 3.482-1.036v4.821q0 0.75
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5.036v3.643h3.661v-3.643h-3.661zM16.089 10.143h9.518v16.821h-9.518v-2.911h5.857v-
1.464h-5.857v-12.446zM21.946 19.661v-6.589h-2.196v6.589h2.196zM27.071
10.143h9.5v16.821h-9.5v-2.911h5.839v-1.464h-5.839v-12.446zM32.911 19.661v-6.589h-
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0.161-0.75 0.929 0 0.357 0.241 0.616t0.634 0.259q0.089 0 0.661-0.143 2.357-0.482
4.339-0.482 4.036 0 7.089 1.839 0.339 0.196 0.589 0.196 0.339 0
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4.482-0.589 4.982 0 8.714 2.214 0.429 0.232 0.679 0.232 0.446 0
0.759-0.313t0.313-0.759zM23.768 13.339q0-0.839-0.714-1.25-2.25-1.304-5.232-1.973t-
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0.929t0.92 0.375q0.196 0 0.714-0.143 2.375-0.661 5.482-0.661 2.839 0 5.527
0.607t4.527 1.696q0.375 0.214 0.714 0.214 0.518 0 0.902-0.366t0.384-0.92zM27.429
16q0 3.732-1.839 6.884t-4.991 4.991-6.884 1.839-6.884-1.839-4.991-4.991-1.839-6.884
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0.161zM2.161 16.510.464 3.696-0.464 3.625q-0.036 0.161-0.179 0.161-0.161
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0.214zM5.482 15.69610.411 4.5-0.411 4.357q-0.036 0.232-0.25 0.232-0.232
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0.241 0.098t0.098 0.241zM12.268 11.16110.321 9.036-0.321 4.321q-0.036 0.375-0.393
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0.214-8.786q0.018-0.214 0.161-0.357t0.339-0.143 0.33 0.143 0.152 0.357zM21.286
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0.357-0.125 0.143 0 0.268 0.089 0.25 0.143 0.286 0.464zM41.143 19.875q0 2.089-1.482
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3.982v6.411zM16 19.2514.857-3.25-4.857-3.25-4.857 3.25zM8.661 14.33915.964-3.982v-
6.411l-10.768 7.179zM25.804 1613.446 2.304v-4.607zM23.339
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9.75q-0.375 0.232-0.768 0.232t-0.768-0.232l-14.625-9.75q-0.607-0.411-0.607-1.143v-
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0.929-0.5-0.929-1.714-0.929h-2.321q-0.946 0-1.527 0.58t-0.58 1.527v4.464q0 0.393
0.375 0.393h0.982q0.393 0 0.393-0.393v-4.107q0-0.429
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0.67 0.25t0.241 0.679v4.107q0 0.393 0.393 0.393h0.982q0.375 0 0.375-0.393zM25.179
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1.116-0.821 1.384-1.107 1.545l-0.25 0.089-0.161-0.179q-0.268-2.804-0.268-3.357
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2.143 4.446 0.911 0 2.75-2.875 1.804-2.875 1.946-4.393
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0.232 0.455 0.063 0.491q0 0.714-0.5 1.214t-1.214 0.5q-0.268 0-0.491-0.063t-
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0.491-0.063t0.455 0.232 0.339 0.268 0.384 0.384 0.33 0.339q0.589-0.554
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1.571-3.7321-1.571-1.571q-1.536 1.571-3.714 1.571-2.143 0-3.643-1.51-3.714-3.714q-
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21.714q0 0.464-0.339 0.804t-0.804 0.339h-7.6611-0.911 8.625q-0.036 0.214-0.188
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0-0.804-0.339t-0.339-0.804q0-2.196 1.402-3.955t3.17-1.759v-9.143q-0.929
0-1.607-0.679t-0.679-1.607 0.679-1.607 1.607-0.679h11.429q0.929 0 1.607 0.679t0.679
1.607-0.679 1.607-1.607 0.679v9.143q1.768 0 3.17 1.759t1.402 3.955z"></path>
292 </symbol>
293 <symbol id="icon-arrow-left" viewBox="0 0 43 32">
294 <path class="path1" d="M42.311 14.044c-0.178-0.178-0.533-0.356-0.711-0.356h-
33.778110.311-10.489c0.178-0.178 0.356-0.533 0.356-0.711
0-0.356-0.178-0.533-0.356-0.7111-1.6-1.422c-
0.356-0.178-0.533-0.356-0.889-0.356s-0.533 0.178-0.711 0.3561-14.578 14.933c-0.178
0.178-0.356 0.533-0.356 0.711s0.178 0.533 0.356 0.711114.756 14.933c0 0.178 0.356
0.356 0.533 0.356s0.533-0.178 0.711-0.35611.6-1.6c0.178-0.178 0.356-0.533
0.356-0.711s-0.178-0.533-0.356-0.7111-10.311-10.489h33.778c0.178 0 0.533-0.178
0.711-0.356 0.356-0.178 0.533-0.356 0.533-0.711v-
2.133c0-0.356-0.178-0.711-0.356-0.889z"></path>
295 </symbol>
296 <symbol id="icon-arrow-right" viewBox="0 0 43 32">
297 <path class="path1" d="M0.356 17.956c0.178 0.178 0.533 0.356 0.711 0.356h33.7781-
10.311 10.489c-0.178 0.178-0.356 0.533-0.356 0.711 0 0.356 0.178 0.533 0.356
0.71111.6 1.6c0.178 0.178 0.533 0.356 0.711 0.356s0.533-0.178
0.711-0.356114.756-14.933c0.178-0.356 0.356-0.711 0.356-0.889s-
0.178-0.533-0.356-0.7111-14.756-14.933c0-0.178-0.356-0.356-0.533-0.356s-0.533
0.178-0.711 0.3561-1.6 1.6c-0.178 0.178-0.356 0.533-0.356 0.711s0.178 0.533 0.356
0.711110.311 10.489h-33.778c-0.178 0-0.533 0.178-0.711 0.356-0.356 0.178-0.533
0.356-0.533 0.711v2.311c0 0.178 0.178 0.533 0.356 0.711z"></path>
298 </symbol>
299 <symbol id="icon-play" viewBox="0 0 22 28">
300 <path d="M21.625 14.4841-20.75 11.531c-0.484 0.266-0.875 0.031-0.875-0.516v-
23c0-0.547 0.391-0.781 0.875-0.516120.75 11.531c0.484 0.266 0.484 0.703 0 0.969z">
</path>
301 </symbol>
302 <symbol id="icon-pause" viewBox="0 0 24 28">
303 <path d="M24 3v22c0 0.547-0.453 1-1 1h-8c-0.547 0-1-0.453-1-1v-22c0-0.547 0.453-1
1-1h8c0.547 0 1 0.453 1 1zM10 3v22c0 0.547-0.453 1-1 1h-8c-0.547 0-1-0.453-1-1v-
22c0-0.547 0.453-1 1-1h8c0.547 0 1 0.453 1 1z"></path>
304 </symbol>
305 </defs>
306 </svg>
307 </body>
308 </html>
309

```

EXHIBIT 11

[\[Date Prev\]](#) [\[Date Next\]](#) [\[Thread Prev\]](#) [\[Thread Next\]](#) [\[Date Index\]](#) [\[Thread Index\]](#)

Report as spam

Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?

- To: rms@gnu.org
- Cc: aconcernedfossdev@airmail.cc, debian-user@lists.debian.org, Eric Raymond <esr@thyrsus.com>
- Subject: Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?
- From: Bruce Perens <bruce@perens.com>
- Date: Mon, 19 Jun 2017 12:15:32 -0700
- Message-id: <[\[img alt="broken icon"\] CAK2MWOuWQPovpYWzAN76pd47fGE13RmvzbUGyjDnTGNaRqqd6w@mail.gmail.com](mailto:CAK2MWOuWQPovpYWzAN76pd47fGE13RmvzbUGyjDnTGNaRqqd6w@mail.gmail.com)>
- In-reply-to: <[\[img alt="broken icon"\] E1dN1cA-0000uP-IF@fencepost.gnu.org](mailto:[img alt=)>
- References: <a39831d34e5a4f6a32c6b31ce77fadbf@airmail.cc> <[\[img alt="broken icon"\] E1dN1cA-0000uP-IF@fencepost.gnu.org](mailto:[img alt=)>

I think I'll be able to write something to inform present and potential customers of the lawsuit risk and their position as contributory infringers. This is more effective than writing to the company.

Thanks

Bruce

On Mon, Jun 19, 2017 at 11:41 AM, Richard Stallman <rms@gnu.org> wrote:

```
[[[ To any NSA and FBI agents reading my email: please consider  ]]]
[[[ whether defending the US Constitution against all enemies,  ]]]
[[[ foreign or domestic, requires you to follow Snowden's example. ]]]
```

I am not trying to study the GRsecurity case because (0) it's complicated, and it would take a lot of time to think about, (1) the FSF has no say in the matter (it is about Linux) and (2) I don't think the company would heed whatever I might say.

--

Dr Richard Stallman
President, Free Software Foundation (gnu.org, fsf.org)
Internet Hall-of-Famer (internethalloffame.org)
Skype: No way! See stallman.org/skype.html.

Reply to:

- debian-user@lists.debian.org

- [Bruce Perens \(on-list\)](#)
 - [Bruce Perens \(off-list\)](#)
-

- **Follow-Ups:**

- [Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?](#)
 - *From:* Bruce Perens <bruce@perens.com>

- **References:**

- [Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?](#)
 - *From:* Richard Stallman <rms@gnu.org>

- Prev by Date: [Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?](#)
- Next by Date: [Re: Record audio streaming?](#)
- Previous by thread: [Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?](#)
- Next by thread: [Re: Why does no one care that Brad Spengler of GRSecurity is blatantly violating the intention of the rightsholders to the Linux Kernel?](#)
- Index(es):
 - [Date](#)
 - [Thread](#)

EXHIBIT 12

1 CHHABRA LAW FIRM, PC
2 ROHIT CHHABRA (SBN 278798)
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4 257 Castro Street Suite 104
5 Mountain View, CA 94041
6 Telephone: (650) 564-7929

7 **Attorney for Plaintiffs**
8 Open Source Security Inc. and
9 Bradley Spengler

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 OPEN SOURCE SECURITY INC. and) Case No.: 3:17-cv-04002-LB
14 BRADLEY SPENGLER)
15 Plaintiffs,) **Declaration of Rohit Chhabra in support of**
16 v.) **the First Amended Complaint**
17 BRUCE PERENS, and Does 1-50,)
18 Defendants.) Location: Courtroom C, 15th Floor
19) Judge: Hon. Laurel Beeler
20)
21)
22)
23)
24)
25)
26)
27)
28)

Declaration of Rohit Chhabra

I, Rohit Chhabra, declare:

1. I am the attorney representing Plaintiffs Open Source Security Inc, and Bradley Spengler (“Plaintiffs”) in the above referenced action. My office is located at 257 Castro St. 104 Mountain View California 94041. I am a member of the bar of the State of California. I have personal knowledge and I am informed of the facts stated herein and, if called to testify, could and would testify completely hereto.

2. The attached Exhibits 1- 12 are true and correct electronic-copies of documents or webpages downloaded from the Internet from their respective Uniform Resource Locator (URL)/ webpage addresses (including the dates each such webpage was last visited) as cited in the footer section of the First Amended Complaint, when referenced therein.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 2nd day of October 2017 in Mountain View, California.

s/Rohit Chhabra
Rohit Chhabra
Attorney for Plaintiffs
Open Source Security Inc. & Bradley Spengler