ORACLE JAVA: GLAS LETTERS, AUDIT CAP REMOVAL, AND THE JMS SELF AUDIT

How Oracle's Java enforcement changed character in 2026, the three instruments it is using, the September 2026 forcing event, and how customers should respond

> *A research note for CIOs, CFOs, general counsel, IT asset managers, and procurement leaders who have received a formal audit letter from Oracle Global Licensing and Advisory Services, a Java SE Universal Subscription renewal with revised audit language, or an invitation to run Java Management Service on Oracle Cloud. Written from the buyer's side of the table. Redress Compliance, 2026.*

Key takeaways

- Three years of friendly outreach on Java have given way to formal audit notices from GLAS, Oracle's renamed license management function. The letters go to named executives, cite the audit clause in an Oracle Master Agreement or the OTN click through license, set a window of around forty five days, and ask for global employee counts. The recipients are not random: they are the organizations that did not buy when asked.
- Java SE Universal Subscription renewal letters in 2026 carry two new clauses: an employee count refresh and, in several cases, removal of the historic one audit per thirty six months cap. A renewal signed as written converts a subscription into a standing audit right.
- Java Management Service is offered free on Oracle Cloud as a discovery and usage tool. Its terms allow Oracle to use the collected data for license management purposes. It does not evaluate third party application rights, restricted use licenses, or NFTC coverage. Run as offered, it is a self audit with the exceptions removed.
- The forcing event is this month. Oracle JDK 21's free NFTC window closes in September 2026; the October 2026 Critical Patch Update moves to the OTN license. Every organization still on Oracle JDK 21 in production becomes a subscription prospect, an audit target, or an OpenJDK migration on the same date.
- Treat the letter, the renewal, and the tool as three versions of the same request. Run your own inventory under privilege first, establish which license governs each installation, assert the audit's procedural terms, strike the audit cap removal and employee refresh at renewal, and keep the migration option real and documented throughout.

1. WHAT ORACLE IS DOING

In January 2023 Oracle replaced the per processor and per named user Java SE subscription with the Java SE Universal Subscription, priced on every employee, contractor, and agent of the subscribing entity whether or not they use Java. For most enterprises the cost rose by a multiple. Many concluded the model was not for them and evaluated OpenJDK, Corretto, Zulu, and Temurin. Some migrated. Many did not finish. Oracle spent the following three years collecting the data it now uses, and in 2026 the enforcement posture changed. Three instruments are in play:

- **The GLAS letter.** A formal audit notice under Oracle Global Licensing and Advisory Services, the function formerly known as LMS. Addressed to a CIO, CFO, or general counsel. Signed by a GLAS representative, not a salesperson. Cites the audit clause in the customer's OMA if one exists, or the Oracle Technology Network License Agreement accepted at download if not. Names a window, commonly forty five days, and whether GLAS or a designated third party will conduct the review. Sets a scope: global employee counts, deployments by version, installation inventories, virtualization and cloud environments, and anything relating to the employee metric.
- **The renewal letter.** Java SE Universal Subscription renewals in 2026 arrive with revised language. An employee count refresh clause resets the licensed quantity to current headcount at each renewal. In several letters the historic audit cap, one audit per thirty six month period, has been removed, permitting Oracle to audit at any cadence. Both are presented as standard updates.

- **The JMS invitation.** Java Management Service on Oracle Cloud Infrastructure is offered free to all users for runtime discovery and usage tracking, with advanced features for subscribers. Oracle's cloud terms state that information collected by Oracle monitoring tools may be used for license management purposes. The tool inventories Oracle Java, tracks usage, and exports to OCI. It does not assess whether an installation is covered by a third party application's embedded license, a restricted use grant under another Oracle product, or the NFTC. It reports installations; it does not defend them.
- **The data behind all three.** Oracle logs Java binary downloads by IP address, corporate domain, timestamp, and account, and the update check ins made by every installed Oracle JDK that has not been disconnected from Oracle's servers. Three years of that telemetry, cross referenced with whatever the friendly outreach extracted, is the audit foundation. The companies receiving letters were chosen from it.
- **The refusal to sell.** A pattern confirmed in the trade press: Oracle declining to sell a Java subscription until the prospect first discloses detailed usage and employee data. Compliance is offered only after the customer has produced what an audit would find. That is not a sales process. It is a structure for manufacturing non compliance.

2. WHAT IT CHANGES FOR CUSTOMERS

- **The quiet period was a phase, not a policy.** Organizations that treated the 2023 to 2025 outreach as noise, and did not inventory, migrate, or document, are the target list. The letters are the outreach's second act, with the audit clause attached.
- **The employee metric makes the claim size independent of Java usage.** A single Oracle JDK on a build server, once established, licenses the whole company. The audit's real work is establishing that one installation. Everything else in the scope, headcount, contractors, affiliates, is the multiplier.
- **The renewal is where the terms move.** A customer who signs the 2026 renewal as written accepts a headcount reset and, where the cap is gone, an unlimited audit right for the life of the subscription and any successor. Neither clause is required to renew. Both are routinely accepted because the renewal is treated as administrative.
- **JMS turns discovery into disclosure.** A customer who runs JMS to understand its own estate has produced an installation inventory on Oracle's infrastructure under terms that permit Oracle to use it for license management. It is the IBM collaborative baseline with the customer doing the work.
- **September 2026 forces the decision.** Oracle JDK 17's free window closed in September 2024. JDK 21's closes this month. From the October 2026 CPU, every JDK 21 security update is OTN licensed, which permits development and personal use and not general production. An organization that patches production JDK 21 in October without a subscription has created the compliance event Oracle is looking for. JDK 25 remains free under NFTC until September 2028.
- **The migration path is real and Oracle knows it.** OpenJDK 21 from Temurin, Corretto, Zulu, or Red Hat is free for production indefinitely. Most enterprises complete a migration in ninety to one hundred eighty days. Oracle's enforcement calendar is designed to arrive before that project finishes.

3. THE THREE INSTRUMENTS COMPARED

	GLAS audit letter	Renewal letter	JMS invitation
Legal basis	Audit clause in the OMA, or the OTN license accepted at download.	Contract amendment at renewal. Nothing applies until signed.	OCI cloud terms accepted at account creation. Data use for license management is in the terms.
Who runs it	GLAS directly or a designated third party auditor. Oracle's cost.	Oracle sales. No auditor.	The customer, on Oracle's infrastructure, at the customer's cost.
Scope	Defined in the notice and negotiable: entities, versions, environments, period.	Global employee count, refreshed. Audit cadence, uncapped where removed.	Whatever the agent finds. No scope, no period, no exceptions.
Your process rights	Timeline, scope, auditor selection, confidentiality, data handling, a	Full: it is a negotiation. Strike what you do not accept.	None. Output is what the agent reports; exceptions are not modelled.

	draft you can challenge, a documented close.		
Output	Findings and a settlement proposal: Universal Subscription for all employees, back dated, traded into a term.	A signed subscription with a standing audit right and a headcount that resets upward.	An installation inventory Oracle can use to open an audit or size a proposal.
Consequence for you	A claim you can contest through a known process, with counsel.	A contract you cannot contest, because you signed it.	A disclosure you cannot retract, produced voluntarily.

The substance is identical across all three: establish one Oracle JDK in production, apply the employee metric, price it at list, back date it, and trade the result into a subscription. What differs is who controls the process and whether the customer had any protections when the data left the building.

4. KEY DATES

Date	Event
April 2019	Oracle ends free public updates for commercial use of Java 8. Java moves from free to paid for production.
September 2021	NFTC license introduced. Current LTS free for production until one year after the next LTS.
January 2023	Java SE Universal Subscription replaces per processor and named user metrics. Every employee counted. Costs rise two to five times for most buyers.
2023 to 2025	Friendly outreach campaign: compliance emails, sales calls, transition offers. Download and update telemetry accumulates. Target list matures.
September 2024	JDK 17 NFTC window closes. Subsequent JDK 17 updates OTN licensed.
September 16, 2025	JDK 25 LTS released. One year overlap for JDK 21 begins.
Early 2026	Universal Subscription renewals arrive with employee count refresh clauses and, in several cases, audit cap removal.
March 2026	Oracle begins positioning Java Management Service to non subscribers as a free usage tool.
April 2026	Formal GLAS audit letters reported arriving in volume, addressed to named executives.
July 2026	Last JDK 21 update distributed under NFTC.
September 2026	JDK 21 NFTC window closes. Production use of further JDK 21 updates requires a subscription or a migration off Oracle JDK.
October 2026	First JDK 21 Critical Patch Update under the OTN license. The first compliance event for anyone who patches production without a subscription.
September 2027	JDK 29 LTS planned. Starts the one year clock on JDK 25's free window, which closes September 2028.

5. WHERE THE MONEY SITS

A Java audit produces a small number of findings and a very large multiplier. The illustration below is an 8,000 employee organization with Oracle JDK on a handful of servers; the figures use Oracle's published Universal Subscription list tiers and are for structure, not quotation.

Finding	Illustrative volume	Opening position
Oracle JDK 11 on two legacy application servers, OTN licensed, patched since 2019	Two installations, seven years of updates	Establishes commercial use. Triggers the employee metric for the whole entity.

Oracle JDK 21 on build and CI servers, patched after September 2026	Six installations, October 2026 CPU applied	Post NFTC production use. Second trigger, dated.
Employee metric applied	8,000 employees including contractors, at the 3,000 to 9,999 tier, USD 10.50 per employee per month	USD 1,008,000 per year
Back dated to first established use	Three years at list	USD 3,024,000
Opening claim	**USD 3.0M back dated, plus a three year forward subscription at USD 1.0M per year, presented as a single transition deal.**	
Same estate after a defended review	**JDK 11 servers covered by a third party application's embedded license and a restricted use grant under a WebLogic license. Build servers migrated to Temurin 21 before the October CPU, with dated evidence. Contractor count challenged against the definition. Result: no established commercial use, or a narrow legacy subscription for a named environment at a fraction of the employee number, with no back dating.**	

- **The trigger is one installation.** The audit is not counting Java. It is looking for a single Oracle JDK in production that is not covered by NFTC, a third party application's license, or a restricted use right. Everything after that is arithmetic.
- **Restricted use and embedded rights.** Oracle products such as WebLogic, Database, and E Business Suite carry restricted use Java rights. Third party applications frequently ship Oracle JDK under their own agreement with Oracle. JMS does not see either. An audit response that does not assert them concedes the trigger.
- **The employee definition.** The Universal Subscription counts full time, part time, temporary employees, and agents, contractors, and consultants who support internal operations. Affiliates and outsourced functions are where the count is contested and where the multiplier moves.
- **Back dating.** Oracle's standard position is that use began at first download or first update and has been unlicensed since. Download and update telemetry supplies the date. The customer's counter evidence is the migration record and the alternative license coverage.

6. HOW CUSTOMERS SHOULD RESPOND

The response is a sequence. Its purpose is to know the estate before Oracle describes it, to establish which license governs each installation, to keep control of every process, and to keep the exit real until the deal is done.

- **1. Route everything to one owner.** GLAS letters, renewal letters, JMS invitations, and any Java email from Oracle go to whoever owns the Oracle relationship, with counsel copied. Infrastructure does not reply. Nobody runs JMS.
- **2. Inventory under privilege.** Discover every Java runtime, Oracle and non Oracle, by version, vendor, host, and application, using your own tooling. Do it before Oracle does, and do it in a form that counsel controls. The most expensive audit outcomes are the ones where the customer learns its own footprint from Oracle.
- **3. Establish the governing license for every Oracle installation.** BCL for pre 2019 Java 8, OTN for 8, 11, and 17 updates since, NFTC for 17 and 21 within their windows and 25 now, restricted use under another Oracle product, or embedded under a third party application agreement. Older grants still exist in most estates. Identifying them is the single most important step.
- **4. Finish the migration, and date it.** Move every Oracle JDK 21 production instance to an OpenJDK build before the October CPU, or accept that October is when the compliance clock starts. Keep the change records. Block Oracle download domains and disable update check ins so the telemetry stops.
- **5. Assert the audit's terms.** If a GLAS letter has arrived: negotiate scope to named entities and environments, extend the window, require confidentiality and data handling terms, require a draft report with a right to respond, and document the close. Oracle audit clauses are more negotiable than they read.

- **6. Redline the renewal.** Strike the audit cap removal and reinstate the thirty six month limit. Replace the employee count refresh with a fixed licensed quantity and a defined true up. Fix the employee definition to exclude affiliates and contractors outside the scope of use. None of this is unusual; all of it is refused if not asked.
- **7. Do not run JMS on Oracle's terms.** If usage tracking is genuinely useful, run it on a tenancy and under terms that counsel has reviewed, with export and deletion controlled by you. The default free tier on OCI is not that.
- **8. Do not buy your way in without the data.** If Oracle will not sell without a disclosure, that is the audit beginning under another name. Provide what the contract requires, through counsel, on your timeline. Evaluate any subscription against the migration cost with the same rigor as any other renewal.

7. MISTAKES THAT COST THE MOST

- Replying to a friendly Java email with a helpful description of the estate. Informal responses become the foundation of the formal audit.
- Running JMS on a free OCI tenancy to see what you have, and giving Oracle the inventory before you have read it.
- Signing the 2026 renewal as sent, with the audit cap gone and the headcount refresh in, because it was treated as paperwork.
- Patching production JDK 21 with the October 2026 CPU without a subscription, and dating the compliance event yourself.
- Migrating to OpenJDK without change records, so the audit cannot distinguish a migrated server from an unlicensed one.
- Accepting the employee count at face value. Contractors, affiliates, and outsourced staff are where the multiplier is won or lost.
- Buying the transition subscription at Oracle's quarter end to make the letter go away, and inheriting the audit right for the life of the contract.

8. HOW REDRESS HELPS

Redress Compliance runs the exercise from the buyer's side: the privileged inventory, the license determination for every installation, the migration evidence, the audit scope and process negotiation with GLAS, the renewal redline, and the commercial negotiation of any subscription against the real alternative. Our fees are fixed. On Java audit engagements we go further: if a client follows our advice and is nevertheless required to pay retroactive Java fees, we refund our service fee. Across more than one hundred Java engagements, no client has had to pay.

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