GPLv3 Final Rationale

Free Software Foundation

This document states the rationale for the changes in the final version of GPLv3. The changes themselves are presented in the form of markup, with ~~strikeout~~ indicating text present in the Last Call Draft that we have removed and **bold** indicating text we have added. Annotations state the reasons for specific changes.

GNU General Public License

~~Last Call Draft of~~ Version 3, ~~31 May~~ **29 June** 2007

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For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or ~~making modifications that you do not share~~ **modifying a private copy**.[1] Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies~~, excluding sublicensing~~.[2] Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other

[1] We think the revised wording of this exclusion is clearer than the previous wording; there is no change in meaning.

[2] Since section 2 states explicitly that sublicensing is not allowed, it is unnecessary to exclude sublicensing from the definition of "convey".

than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

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Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of ~~technical~~ **technological** measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of ~~technical~~ **technological** measures.

4.~~[1]~~ Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

[3] "Control" may be a clearer term than "hold" here for the case of companies in which subentities or affiliates under common control are nominal copyright holders.

5.~~[2]~~ Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4 ~~above~~, provided that you also meet all of these conditions:

a) The work must carry prominent notices stating that you modified it, and giving a relevant date.

b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".

c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, **and which are not combined with it such as to form a larger program,**[4] in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

[4] We have added these words to the aggregation clause to eliminate any question that GPLv3 alters the scope of the copyleft as understood and applied under GPLv2. In GPLv3, as in GPLv2, addition of modules or other parts to a program results in a new program based on the old program, with different functional characteristics created by the merger of two expressions: the original program and the added parts. Such added parts are "by their nature extensions of" the old program, and therefore the entire new program which they and the old program form must be licensed under the GPL. As subsection 5c states, packaging of a work has no bearing on the scope of copyleft.

6.~~[3]~~ Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.

b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, **to give anyone who possesses the object code** either (1) ~~to give anyone who possesses the object code~~ a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) ~~to provide~~ access to copy the Corresponding Source from a network server at no charge.[5]

c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain

[5] The revised wording of 6b makes clear that access under the second option must also be given to “anyone who possesses the object code”, as with the first option.

obligated to ensure that it is available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product~~,~~”**,** which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. ~~Network access~~**Access to a network**[6] may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

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b~~.~~) ~~r~~**R**equiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or

[6] This change makes clear that this provision concerns access to a network itself, and not merely particular sites on a network.

c~~.~~) ~~p~~**P**rohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or

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[7] We revised the wording of this clause for greater clarity.

~~put you on notice, the copyright holder may, at any time~~, **and will automatically** terminate ~~the~~ **your** rights **under this License** (including any patent ~~rights~~ **licenses granted under the third paragraph of section 11**) ~~that the copyright holder has granted to you under this License~~.

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9.~~[5]~~ Acceptance Not Required for Having Copies.

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[8]We have restructured the form of section 8 by replacing non-automatic termination with automatic termination coupled with opportunities for provisional and permanent reinstatement of rights. The revised wording does not alter the underlying policy or details of procedure established in the previous drafts, including the 60-day period of repose and 30-day cure opportunity for first-time violators. The restoration of automatic termination was motivated in part to facilitate enforcement in European countries. We also believe the revised wording will be easier to understand and apply in all jurisdictions.

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10.~~[6]~~ Automatic Licensing of Downstream Recipients.

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If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) ~~disclaim~~ **arrange to deprive yourself of the benefit of**[10] the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under

[9] On reviewing several comments from the public and from one of the discussion committees, we decided it would be useful to restore specific examples of "patent licenses" under this definition. The revised wording makes particularly clear that an express permission to practice patent claims is one form of an "express agreement or commitment ... not to enforce a patent".

[10] Members of one discussion committee pointed out that the notion of "disclaiming" a patent license was unclear. The revised wording clarifies what we intended this option to cover. For a conventional patent license agreement, repudiation by ceasing royalty payments could be one way to arrange to deprive oneself of the benefit of the patent license.

this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

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Notwithstanding any other provision of this License, you have permission to link **or combine** any covered work with a work licensed under version 3 ~~(or any later version published by the Free Software Foundation)~~[11] of the GNU Affero General Public License **into a single combined work**, and to convey the resulting ~~combination~~ **work**.[12] The terms of this License will

[11]We think it would be unwise policy to permit combination of GPLv3-covered works with future versions of the Affero GPL, for the same reason that we do not permit combination of parts covered by different versions of the GPL.

[12]We add "or combine" because combination that forms a single work cannot be limited to linking, which is meaningful only in certain technical circumstances. For example, two modules may form one combined program even if they are not linked in a strict sense. We have similarly been careful in both LGPLv2.1 and LGPLv3 to use "combine" along with

continue to apply to ~~your~~ **the part which is the** covered work**,**[13] but ~~will not apply to the work with which it is linked, which will remain governed by~~ **the special requirements of** the GNU Affero General Public License**, section 13, concerning interaction through a network will apply to the combination as such**.[14]

14.~~[9]~~ Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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If the Program specifies that a proxy can decide ~~whether~~ **which** future versions of the GNU General Public License ~~shall apply~~ **can be used**, that proxy's public statement of acceptance of ~~any~~ **a** version ~~is permanent authorization for~~ **permanently authorizes** you to choose that version for the Program.[15]

Later license versions may ~~grant~~ **give**[16] you additional or different per-

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"link". We add the words "into a single combined work" to emphasize that the kind of "combination" we mean is one which results in what is functionally one single work, and thus to dispel any concern that "combination" is an unconstrained term.

[13] Members of one discussion committee pointed out that the use of "your" here was unclear.

[14] This change is necessary to make the Affero GPL effective at all. Without it, anyone could add new features to an Affero GPL-covered program by putting them in a module licensed under the GPL and then decline to release source code for those new features. With this change, new features can still be put in a module covered by the GPL, but if that module is used together with the AGPL-covered material in a combined program that supports remote network interaction, users of the combined program must be given an opportunity to obtain the source code for the whole program, including the GPL-covered module.

[15] We have revised the paragraph on proxies for greater clarity. In particular, the revised wording makes clearer that the authorization provided by a proxy is authorization of an option to choose the accepted version.

[16] One commenter on the Last Call Draft argued that use of the term "grant" here

missions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

15.~~[10]~~ Disclaimer of Warranty.

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16.~~[11]~~ Limitation of Liability.

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invited unnecessary confusion. The term "grant" is also used in the third paragraph of section 11, and, as we noted in the rationale accompanying the Last Call Draft, this fourth paragraph of section 14 makes clear our view that the express patent license grant is the kind of additional obligation that is not imposed upstream as a mere result of a downstream licensee's choosing to follow a later version.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS