

## - THE GPLv3 COMPLIANCE SUMMARY -

GPLv3 is two times longer than version 2. Many new clauses enhance the freedoms of the users, but also impose additional obligations and restrictions.

How do you handle these obligations as developer or distributor?

The GPLv3 compliance summary is an easy guide to comply with the GPLv3:

Structure of the GPLv3 compliance summary:

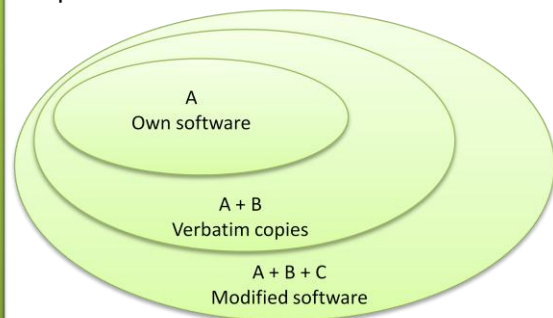
### 1. You distribute GPLv3 software:

- Distribution of your own software under GPLv3 => respect A
- Distribution of verbatim copies of existing GPLv3 software => respect A + B
- Distribution of software based on GPLv3 software => respect A + B + C

### 2. You use GPLv3 software

### 3. Miscellaneous

Gplv3 software distribution



Enjoy,

Ywein Van den Brande

Attorney-at-law

[ywein.vandenbrande@dbkv.eu](mailto:ywein.vandenbrande@dbkv.eu)

With thanks to

Ciaran O'Riordan

(FSF Brussels coordinator)

# - GPLv3 COMPLIANCE SUMMARY -

## 1. YOU DISTRIBUTE SOFTWARE UNDER GPLv3:

### **A. You own the rights on the software and opt to distribute it under GPLv3**

#### **A.1. Mandatory conditions:**

- You grant any recipient of the software the following rights (irrevocably and for the duration of the copyright):
  - To install, run and study the software.
  - To further distribute verbatim copies of the software (section B).
  - To create Works based on the software (this includes modifying the software) and to distribute these works (section C).
  - To remove or circumvent any technological measures used to protect the software (such as DRM).
- If the recipient further distributes the software or a Work based on the software, downstream recipients automatically receive a GPLv3 licence on the software.
- Disclaimer: you claim to distribute the software:
  - “as is”, without any warranty;
  - without liability for direct or indirect damages.

This disclaimer might not be valid under the applicable law. In such case GPLv3 states that the local law that most closely approximates an absolute waiver of all civil liability will apply.
- You cannot charge for the software licence, but you can charge for each copy or for warranty, support, services etc.
- If you hold any patents necessary for the use of the software, you grant at no cost a licence on these patents.
- Along with any binary copies of the software, you must distribute a copy of the GPLv3 and of the Source Code<sup>1</sup> unless you opt for an alternative listed in section 3 B.
- If you do not hold sufficient rights on (all parts of) the software to grant the rights set forth in GPLv3, you cannot distribute the software under GPLv3.

#### **A.2. Additional terms:** In limited ways, you are entitled to amend GPLv3<sup>2</sup>. You can:

1. Grant the recipient more rights on the software by making exceptions from one or more conditions of GPLv3.
2. Disclaim warranty or limit liability differently from the terms of section A.1.
3. Require preservation of specific legal notices or author attributions.
4. Prohibit misrepresentation of the origin of the software.
5. Require different denomination for modified versions.
6. Limit use for publicity purposes of the software's licensors or authors names.
7. Decline to grant rights for use of trade names, trademarks, or service marks.
8. Require indemnification of recipients who further distribute the software or Works based on the software with contractual assumptions of liability.

### **B. You distribute verbatim copies of someone's GPLv3 software**

- The GPLv3 license applies to all distributed copies.
- Section A.1 applies.
- You may remove additional permissions granted by the author (A.2.1).
- You must comply with the additional restrictions imposed by the author (A.2.2-8).
- GPLv3 states that you may remove all other restrictive terms from the author (such as licence fees or royalties). However, consult with your attorney prior to doing so. The licence granted might not qualify as GPLv3, but still be valid under applicable law.

### **C. You distribute Works based on someone's GPLv3 software**

- Works based on the software are automatically GPLv3 licensed to anyone who comes into possession of a copy.
- Section B applies.
- You must add a notice of modification + date for each modification which you make.
- You must preserve legal notices if they are present in any interactive user interface.
- Works based on the software are automatically GPLv3 licensed to anyone who comes into possession of a copy.
- Clarification: distributing independent works alongside GPLv3 works does not cause the independent works to be covered by GPLv3.

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<sup>1</sup> “Source Code”: The preferred form of the work for making modifications to it (in a format that is publicly documented and without password protection).

<sup>2</sup> You must clearly indicate such amendments, also in the Source Code.

## 2. YOU USE GPLv3 SOFTWARE:

- If you solely run the software you do not have to accept the terms of the GPLv3. However, any other use - such as modifying or distributing the software - implies acceptance.
- You make use of the software under a legal exception to copyright such as fair use (US), citation, private use, ...(EU): The terms of the GPLv3 do not apply.
- You use the software internally (including over a network): You may modify the software without being obliged to distribute your modification. You may hire third parties to work on the software exclusively for you and under your direction and control.
- You modify the software and use it otherwise than merely internally: You must distribute your modifications under GPLv3 (Section C).
- You create output with GPLv3 software: The GPLv3 does not automatically apply to the output<sup>3</sup>.

## 3. MISCELLANEOUS

### A. Violation of GPLv3

Violating GPLv3's terms by the user automatically terminates the licence until the user complies again. You can permanently terminate a user's licence up to 60 days after cessation of the violation. However, such permanent termination is not possible if that user violated your rights under GPLv3 (for any work) for the first time, and cured the violation within 30 days after receipt of your first notice.

Termination of the rights of a user does not terminate the rights of downstream recipients having received the or a Work based on the software from that user.

### B. Distribution without Source Code

You can distribute the software in object code and separately distribute the Source Code, but only in one of following 5 ways:

1. If the object code is embodied in a physical product (including a physical distribution medium), the Source Code must be added on a separate durable physical medium.
2. If the object code is embodied in a physical product (including a physical distribution medium), you must offer in writing to provide the Source Code on a physical medium (at a reasonable cost) or from a network server at no charge. This offer must be valid for a period of at least 3 years.
3. If you obtained the software yourself in accord with subsection 2 and further distribute it without the product, you must offer in writing to provide the Source Code (only allowed occasionally and non-commercially).
4. If the software is accessible from a designated place, you must offer equivalent access to the Source Code at no charge.
5. If the software is accessible through peer-to-peer transmission, you must inform where the Source Code is being offered at no charge under subsection 4.

### C. Tivoization

If you distribute an object code work in a consumer product, the Source Code distributed under section B 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 consumer product (for example, the work has been installed in ROM). You are entitled to terminate warranty and support for modified versions, and to terminate network access if the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

### D. GNU Affero General Public License and applicable GPL version

- GPLv3 is compatible with the GNU Affero General Public License<sup>4</sup>.
- If you don't specify the GPL version (1, 2 or 3), the recipient may choose the version. You may change the licence of the software later on, but no additional obligations can be imposed on any recipient that obtained a copy under the prior licence.

Ywein Van den Brande

Attorney-at-law  
[ywein.vandenbrande@dbkv.eu](mailto:ywein.vandenbrande@dbkv.eu)

With thanks to

Ciaran O'Riordan  
(FSFE Brussels coordinator)

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<sup>3</sup> Rare exception: If the output is to be considered as a Work based on the software, it is subject to GPLv3.

<sup>4</sup> GPLv3 will apply to the part which is the software or the Work based on the software, but the provisions of AGPLv3 section 13, concerning interaction through a network will apply to the entire combined work.