GNU General Public License

Discussion Draft ~~1~~ **2** of Version 3, ~~16 Jan~~ **27 July** 2006

THIS IS A DRAFT, NOT A PUBLISHED VERSION OF THE GNU GENERAL PUBLIC LICENSE.

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software—to make sure the software is free for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other program whose authors commit to using it. ~~(Some Free Software Foundation software is covered by the GNU Lesser General Public License instead.)~~ You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs~~;~~**,** and that you know you can do these things.

To protect your rights, we need to make requirements that forbid anyone to deny you these rights or to ask you to surrender the rights. ~~These restrictions translate to~~ **Therefore, you have** certain responsibilities ~~for you~~ if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License which gives you legal permission to copy, distribute and/or modify the software.

For the developers' and ~~author's~~ **authors'** protection, the GPL clearly explains that there is no warranty for this free software. ~~If the software is modified by someone else and passed on, the GPL ensures that recipients are told that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.~~ **For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be associated erroneously with the original version.**

~~Some countries have adopted laws prohibiting software that enables users to escape from Digital Restrictions Management.~~ **Some computers are designed to deny users access to install or run modified versions of the software inside them.** ~~DRM~~ **This** is fundamentally incompatible with the purpose of the GPL, which is to protect users' freedom~~;~~ **to change the software.** ~~therefore~~ **Therefore**, the GPL ensures that the software it covers will ~~neither be subject to, nor subject other works to, digital restrictions from which escape is forbidden~~ **not be restricted in this way**.

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 places where they do, we** ~~We~~ wish to avoid the special danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, the GPL ~~makes it clear~~ **assures** that ~~any patent must be licensed for everyone's free use or not licensed at all~~ **patents cannot be used to render the program non-free**.

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

~~GNU GENERAL PUBLIC LICENSE~~

TERMS AND CONDITIONS ~~FOR COPYING, DISTRIBUTION AND MODIFICATION~~

0. Definitions.

~~A "licensed program" means any program or other work distributed under~~

~~this License. "The Program" refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either modified or unmodified.~~ **In this License, each licensee is addressed as "you," while "the Program" refers to any work of authorship licensed under this License.** ~~Throughout this License, the term "modification" includes, without limitation, translation and extension.~~ **A "modified" work includes, without limitation, versions in which material has been translated or added. A work "based on" another work means any modified version, formation of which requires permission under applicable copyright law.** A "covered work" means either the **unmodified** Program or ~~any~~ **a** work based on the Program. ~~Each licensee is addressed as "you".~~

To "propagate" a work means doing anything with it that requires permission under applicable copyright law, ~~other than~~ **except** executing it on a computer**,** or making ~~private~~ modifications **that you do not share**. ~~This~~ **Propagation** includes copying, distribution (with or without modification), **making available to the public,** ~~sublicensing,~~ 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.**

A party's "essential patent claims" in a work are all patent claims that the party can give permission to practice, whether already acquired or to be acquired, that would be infringed by making, using, or selling the work.

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 version of a work.

The "System Libraries" of an executable work include every subunit such that (a) the identical subunit is normally included as an adjunct in the distribution of either a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the object code runs, or a compiler used to produce the object code, or an object code interpreter used to run it, and (b) the subunit (aside from possible incidental extensions) serves only to enable use of the work with that system

component or compiler or interpreter, or to implement a widely used or standard interface for which an implementation is available to the public in source code form.

The "~~Complete~~ Corresponding Source ~~Code~~" for a work in object code form means all the source code needed to ~~understand, adapt, modify, compile, link~~ **generate**, install, and **(for an executable work)** run the **object code and to modify the** work, ~~excluding~~ **except its System Libraries, and except** 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, ~~this~~ **Corresponding Source** includes ~~any~~ scripts used to control those activities, **interface definition files associated with the program source files,** and ~~any~~ **the source code for** shared libraries and dynamically linked subprograms that the work is **specifically** designed to require, such as by ~~intimate~~ **complex** data communication or control flow between those subprograms and other parts of the work~~, and interface definition files associated with the program source files~~.

The ~~Complete~~ Corresponding Source ~~Code~~ also includes any encryption or authorization ~~codes~~ **keys** necessary to install and/or execute ~~the~~ **modified versions from** source code ~~of the work, perhaps modified by you,~~ in the recommended or principal context of use, such that ~~its functioning in all circumstances is identical to that of the work, except as altered by your modifications~~ **they can implement all the same functionality in the same range of circumstances. (For instance, if the work is a DVD player and can play certain DVDs, it must be possible for modified versions to play those DVDs. If the work communicates with an online service, it must be possible for modified versions to communicate with the same online service in the same way such that the service cannot distinguish.)** ~~It also includes any decryption codes necessary to access or unseal the work's output. Notwithstanding this, a code~~ **A key** need not be included in cases where use of the work normally implies the user already has ~~it~~ **the key and can read and copy it, as in privacy applications where users generate their own keys. However, the fact that a key is generated based on the object code of the work or is present in hardware that limits its use does not alter the requirement to include it in the Corresponding Source.**

The Corresponding Source may include portions which do not formally state this License as their license, but qualify under section 7 for inclusion in a work under this License.

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

~~As a special exception, the Complete Corresponding Source Code need not include a particular subunit if (a) the identical subunit is normally included as an adjunct in the distribution of either a major essential component (kernel, window system, and so on) of the operating system on which the executable runs or a compiler used to produce the executable or an object code interpreter used to run it, and (b) the subunit (aside from possible incidental extensions) serves only to enable use of the work with that system component or compiler or interpreter, or to implement a widely used or standard interface, the implementation of which requires no patent license not already generally available for software under this License.~~

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the **unmodified** Program. The output from running it is covered by this License only if the output, given its content, constitutes a ~~work based on the Program~~ **covered work**. This License acknowledges your rights of "fair use" or other equivalent, as provided by copyright law.

This License ~~gives unlimited permission~~ **permits you** to ~~privately modify~~ **make** and run **privately modified versions of** the Program, **or have others make and run them on your behalf.** ~~provided you do not~~ **However, this permission terminates, as to all such versions, if you** bring suit **against anyone** for patent infringement ~~against anyone~~ **of any of your essential patent claims in any such version,** for making, using**, selling** or ~~distributing~~ **otherwise conveying** ~~their own works~~ **a work** based on the Program **in compliance with this License**.

Propagation of covered works **other than conveying** is permitted without limitation ~~provided it does not enable parties other than you to make or receive copies~~. **Sublicensing is not allowed; section 10 makes it unnecessary.** ~~Propagation which does enable them to do so~~ **Conveying** is permitted ~~, as "distribution",~~ under the conditions ~~of sections 4-6~~ **stated** below.

3. ~~Digital Restrictions Management~~ **No Denying Users' Rights Through Technical Measures**.

~~As a free software license, this License intrinsically disfavors technical attempts to restrict users' freedom to copy, modify, and share copyrighted works. Each of its provisions shall be interpreted in light of this specific declaration of the licensor's intent.~~ Regardless of any other provision of this License, no permission is given ~~to distribute covered works that illegally invade users' privacy, nor~~ for modes of ~~distribution~~ **conveying** that deny users that run covered works the full exercise of the legal rights granted by this License.

No covered work constitutes part of an effective technological **"**protection**"** measure **under section 1201 of Title 17 of the United States Code.**~~:~~ ~~that is to say, distribution of a covered work as part of a system to generate or access certain data constitutes general permission at least for development, distribution and use, under this License, of other software capable of accessing the same data.~~ **When you convey a covered work, you waive any legal power to forbid circumvention of technical measures that include use of the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing the legal rights of third parties against the work's users.**

4.[1] Verbatim Copying.

You may copy and ~~distribute~~ **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 license notices and notices of the absence of any warranty; **and** give all recipients**,** ~~of~~ **along with** the Program**,** a copy of this License ~~along with the Program;~~ and ~~obey any additional terms present on parts of the Program in accord with~~ **the central list (if any) required by** section 7. **The recipients of these copies will possess all the rights granted by this License (with any added terms under section 7).**

You may charge ~~a fee~~ **any price or no price** for ~~the physical act of transferring a copy~~ **each copy that you convey**, and you may ~~at your option~~ offer **support or** warranty protection for a fee.

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

~~Having modified a copy of the Program under the conditions of section~~

~~2, thus forming a work based on the Program, you~~ **You** may copy and ~~distribute~~ **convey** ~~such modifications or~~ **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 modified work must carry prominent notices stating that you changed the work and the date of any change.

b. You must license the entire ~~modified~~ work, as a whole, under this License to anyone who comes into possession of a copy. This License must apply, unmodified except as permitted by section 7 below, 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.

c. If the modified work has interactive user interfaces, each must include a convenient feature that displays an appropriate copyright notice, and tells the user that there is no warranty for the program (or that you provide a warranty), that users may ~~redistribute~~ **convey** the modified work under ~~these conditions~~ **this License**, and how to view a copy of this License together with the central list (if any) of other terms in accord with section 7. **Specifically,** ~~If~~ **if** the interface presents a list of user commands or options, such as a menu, a command to display this information must be prominent in the list~~.~~**;** ~~Otherwise~~ **otherwise**, the modified work must display this information at startup~~—except in the case that the Program has such interactive modes and does not display this information at startup~~. **However, if the Program has interactive interfaces that do not comply with this subsection, your modified work need not make them comply.**

~~These requirements apply to the modified work as a whole.~~ ~~If~~ **To the extent that** identifiable sections of ~~that~~ **the modified** work, added by you, are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you ~~distribute~~ **convey** them as separate works**, not specifically** for use ~~not~~ in combination with the Program. ~~But when you distribute the same sections for use in combination with covered works, no matter in what form such combination occurs, the whole of the combination must be licensed under this License, whose permissions for~~

~~other licensees extend to the entire whole, and thus to every part of the whole. Your sections may carry other terms as part of this combination in limited ways, described in section 7.~~

~~Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.~~

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

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

You may copy and ~~distribute~~ **convey** a covered work in ~~Object Code~~ **object code** form under the terms of sections 4 and 5, provided that you also ~~distribute~~ **convey** the machine-readable ~~Complete~~ Corresponding Source ~~Code (herein the "Corresponding Source")~~ under the terms of this License, in one of these ways:

a. ~~Distribute~~ **Convey** the ~~Object Code~~ **object code** in a physical product (including a physical distribution medium), accompanied by the Corresponding Source ~~distributed~~ **fixed** on a durable physical medium customarily used for software interchange**.**~~; or,~~

b. ~~Distribute~~ **Convey** the ~~Object Code~~ **object code** 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 any third party~~, for a price no more than ten times your cost of physically performing source distribution,~~ 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,~~

[b1. **Convey the object code 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 provide access to copy the Corresponding Source from a network server at no charge.**]

c. ~~Privately distribute~~ **Convey individual copies of** the ~~Object Code~~ **object code** with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only ~~for occasional noncommercial distribution~~ **occasionally and noncommercially**, and only if you received the ~~Object Code~~ **object code** with such an offer, in accord with ~~Subsection b above~~ **subsection 6b or 6b1**.~~Or,~~

d. ~~Distribute~~ **Convey** the ~~Object Code~~ **object code** by offering access ~~to copy it~~ from a designated place, and offer equivalent access to ~~copy~~ the Corresponding Source in the same way through the same place **at no extra charge**. You need not require recipients to copy the Corresponding Source along with the ~~Object Code~~ **object code**.

   [If the place to copy the ~~Object Code~~ **object code** is a network server, the Corresponding Source may be on a different server that supports equivalent copying facilities, provided you have explicitly arranged with the operator of that server to keep the Corresponding Source available for as long as needed to satisfy these requirements, and provided you maintain clear directions next to the ~~Object Code~~ **object code** saying where to find the Corresponding Source.]

e. **Convey the object code using peer-to-peer transmission provided you know that, and 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.**

~~Distribution of the~~ **The** Corresponding Source **conveyed** in accord with this section must be in a format that is publicly documented, ~~unencumbered by patents,~~ **with an implementation available to the public in source code form,** and must require no special password or key for unpacking, reading or copying.

~~The Corresponding Source may include portions which do not formally state this License as their license, but qualify under section 7 for inclusion in a work under this License.~~

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.

7. ~~License Compatibility~~ Additional Terms.

~~When you release a work based on the Program, you may include your own terms covering added parts for which you have, or can give, appropriate copyright permission, as long as those terms clearly permit all the activities that this License permits, or permit usage or relicensing under this License. Your terms may be written separately or may be this License plus additional written permission. If you so license your own added parts, those parts may be used separately under your terms, but the entire work remains under this License. Those who copy the work, or works based on it, must preserve your terms just as they must preserve this License, as long as any substantial portion of the parts they apply to are present.~~

You may have received the Program, or parts of it, under terms that supplement the terms of this License. These additional terms may include additional permissions, as provided in subsection 7a, and additional requirements, as provided in subsection 7b. When you convey copies of a covered work, unless the work also permits use under a previous version of this License, it must list, in one central place in the source code, the complete set of additional terms governing all or part of the work.

a. **Additional Permissions.**

Additional permissions make exceptions from one or more of the requirements of this License. A license document containing a clause that permits relicensing or conveying under this License shall be treated as a list of additional permissions, provided that the license document makes clear that no requirement in it survives such relicensing or conveying.

Any additional permissions that are applicable to the entire Program are treated as though they were included in this License, as exceptions to its conditions, 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 terms.

~~Aside from additional permissions, your terms may add limited kinds of additional requirements on your added parts, as follows:~~

b. **Additional Requirements.**

Additional requirements are terms that further constrain use, modification or propagation of covered works. This License affects only the procedure for enforcing additional requirements, and does not assert that they can be successfully enforced by the copyright holder. Only these kinds of additional requirements are allowed by this License:

0) ~~a) They may~~ **terms that** require ~~the~~ preservation of ~~certain copyright notices, other~~ **specified reasonable** legal notices~~, and/or~~ **or** author attributions~~.~~**; or**

1) ~~and may~~ **terms that** require that the origin of the ~~parts~~ **material** they cover not be misrepresented, ~~and/or~~ **or** that ~~altered~~ **modified** versions of ~~them~~ **that material** be marked ~~in the source code, or marked there~~ in specific reasonable ways~~,~~ as different from the original version~~.~~**; or**

2) ~~b) They may state a disclaimer of~~ warranty ~~and~~ **or** liability **disclaimers** ~~in terms different~~ **that differ** from ~~those used~~ **the disclaimers** in this License~~.~~**; or**

3) ~~c) They may~~ **terms that** prohibit or limit the use for publicity purposes of specified names of ~~contributors~~ **licensors or authors**, ~~and they may~~ **or that** require that certain specified **trade names,** trademarks**, or service marks not** be used for publicity purposes **without express permission, other than** ~~only~~ in ~~the~~ ways that are fair use under **applicable** trademark law**;** ~~except with express permission.~~ **or**

4) ~~d) They may~~ **terms that** require**,** ~~that the work contain functioning facilities that allow~~ **if a modified version of the material they cover is a work intended to interact with users through a computer network, that those** users **be able** to ~~immediately~~ obtain copies of ~~its~~ **the** ~~Complete~~ Corresponding Source ~~Code.~~ **of the work through the same network session; or**

5) ~~e) They may impose software patent retaliation, which means~~ **terms that wholly or partially terminate, or allow termination of,**

permission for use of ~~your added parts terminates or may be terminated, wholly or partially, under stated conditions,~~ **the material they cover,** for ~~users closely related to any party that has filed~~ **a user who files** a software patent lawsuit (~~i.e.~~**that is**, a lawsuit alleging that some software infringes a patent)~~.~~ **not filed in retaliation or defense against the earlier filing of another software patent lawsuit, or in which the allegedly infringing software includes some of the covered material, possibly in combination with other software; or** ~~The conditions must limit retaliation to a subset of these two cases: 1. Lawsuits that lack the justification of retaliating against other software patent lawsuits that lack such justification. 2. Lawsuits that target part of this work, or other code that was elsewhere released together with the parts you added, the whole being under the terms used here for those parts.~~

6) **terms that are precisely equivalent in type and extent to a requirement expressly stated in this License, or that deny permission for activities that are clearly not permitted, expressly or otherwise, by this License.**

~~No other additional conditions are permitted in your terms; therefore, no other conditions can be present on any work that uses this License. This License does not attempt to enforce your terms, or assert that they are valid or enforceable by you; it simply does not prohibit you from employing them.~~

All other additional requirements, including attorney's fees provisions, choice of law, forum, and venue clauses, arbitration clauses, mandatory contractual acceptance clauses, requirements regarding changes to the name of the work, and terms that require that conveyed copies be governed by a license other than this License, are prohibited.

c. Terms Added or Removed By You.

~~When others modify the work, if they modify your parts of it, they may release such parts of their versions under this License without additional permissions, by including notice to that effect, or by deleting the notice that gives specific permissions in addition to this License. Then any broader permissions granted by your terms which are not granted by this License will not apply to their modifications, or to the modified versions of your parts resulting from their modifications. However, the specific requirements of your terms will still apply to whatever was derived from your added parts.~~

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. Some additional permissions require their own removal in certain cases when you modify the work.

Additional requirements are allowed only as stated in subsection 7b. If the Program as you received it purports to impose any other additional requirement, you may remove that requirement.

You may place additional permissions, or additional requirements as allowed by subsection 7b, on material, added by you to a covered work, for which you have or can give appropriate copyright permission. Adding requirements not allowed by subsection 7b is a violation of this License that may lead to termination of your rights under section 8.

If you add terms to a covered work in accordance with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

~~Unless the work also permits distribution under a previous version of this License, all the other terms included in the work under this section must be listed, together, in a central list in the work.~~

8.[4] Termination.

You may not propagate~~,~~ **or** modify ~~or sublicense~~ the Program except as expressly provided under this License. Any attempt otherwise to propagate~~,~~ **or** modify ~~or sublicense~~ the Program is void~~, and any copyright holder may terminate your rights under this License at any time after having notified you of the violation by any reasonable means within 60 days of any occurrence~~. **If you violate this License, any copyright holder may put you on notice by notifying you of the violation, by any reasonable means, provided 60 days have not elapsed since the last violation. Having put you on notice, the copyright holder may then terminate your license at any time.** However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as they remain in full compliance.

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

You are not required to accept this License in order to receive **or run** a copy of the Program. **Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance.** However, nothing else grants you permission to propagate or modify the Program or any covered works. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating the Program (or any covered work), you indicate your acceptance of this License to do so, and all its terms and conditions.

10.[6] Automatic Licensing of Downstream Users.

Each time you ~~redistribute~~ **convey** a covered work, the recipient automatically receives a license from the original licensors, to ~~propagate and~~ **run,** modify **and propagate** that work, subject to this License, including any additional terms introduced through section 7. You may not impose any further restrictions on the recipients' exercise of the rights thus granted or affirmed, except ~~(when modifying the work)~~ in the limited ways permitted by section 7. **Therefore, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License.** You are not responsible for enforcing compliance by third parties to this License.

If propagation results from a transaction transferring control of an organization, each party to that transaction who receives a copy of the work also receives a license and a right to possession of the Corresponding Source of the work from the party's predecessor in interest.

11. ~~Licensing of~~ Patents.

~~When you distribute a covered work, you grant a patent license to the recipient, and to anyone that receives any version of the work, permitting, for any and all versions of the covered work, all activities allowed or contemplated by this License, such as installing, running and distributing versions of the work, and using their output. This patent license is nonexclusive, royalty-free and worldwide, and covers all patent claims you control or have~~

~~the right to sublicense, at the time you distribute the covered work or in the future, that would be infringed or violated by the covered work or any reasonably contemplated use of the covered work.~~

You receive the Program with a covenant from each author and conveyor of the Program, and of any material, conveyed under this License, on which the Program is based, that the covenanting party will not assert (or cause others to assert) any of the party's essential patent claims in the material that the party conveyed, against you, arising from your exercise of rights under this License. If you convey a covered work, you similarly covenant to all recipients, including recipients of works based on the covered work, not to assert any of your essential patent claims in the covered work.

If you ~~distribute~~ **convey** a covered work**,** knowingly relying on a **non-sublicensable** patent license **that is not generally available to all**, you must **either (1)** act to shield downstream users against the possible patent infringement claims from which your license protects you**, or (2) ensure that anyone can copy the Corresponding Source of the covered work, free of charge and under the terms of this License, through a publicly-available network server or other readily accessible means**.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12.[7] ~~Liberty or Death for the Program~~ **No Surrender of Others' Freedom.**

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

~~It is not the purpose of this section to induce you to infringe any patents or other exclusive rights or to contest their legal validity. The sole purpose of this section is to protect the integrity of the free software distribution system. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.~~

[13.[8] Geographical Limitations.

If the ~~distribution~~ **conveying** and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical ~~distribution~~ limitation **on conveying,** excluding those countries, so that ~~distribution~~ **conveying** is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.]

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.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of this License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

[15.[10] Requesting Exceptions.

If you wish to incorporate parts of the Program into other free programs ~~whose distribution conditions are different~~ **under other licenses**, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.]

NO WARRANTY

16.[11] **Disclaimer of Warranty.**

There is no warranty for the Program, to the extent permitted by applicable law. Except when otherwise stated in writing the copyright holders and/or other parties provide the Program "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Program is with you. Should the Program prove defective, you assume the cost of all necessary servicing, repair or correction.

17.[12] **Limitation of Liability.**

In no event unless required by applicable law or agreed to in writing will any copyright holder, or any other party who may modify and/or ~~redistribute~~ **convey** the Program as permitted above, be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use the Program (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties or a failure of the Program to operate with any other programs), even if such holder or other party has been advised of the possibility of such damages.

~~18.~~

~~Unless specifically stated, the Program has not been tested for use in safety critical systems.~~

END OF TERMS AND CONDITIONS