## GPLv3 Third Discussion Draft Markup of Changes from Second Discussion Draft

Free Software Foundation

Copyright © 2007 Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA

Verbatim copying and distribution of this entire article are permitted world-wide, without royalty, in any medium, provided this notice is preserved.

### GNU General Public License

Discussion Draft 2 3 of Version 3, 27 July 28 March 2006 2007

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

Copyright © 2006 2007 Free Software Foundation, Inc. (http://fsf.org) 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

#### Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change it the works. 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. 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. Therefore, you have certain responsibilities 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 pass on to the recipients all the same rights freedoms that you have received. 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 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 associated erroneously with the original version previous versions.

Some computers 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 purpose of the GPL, which is to protect users' freedom to change the software where changes are possible. 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, the GPL ensures that the software it covers will not be restricted in this way 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 places where they do, we wish to avoid the special danger that redistributors of patents applied to a free program will individually obtain patent licenses, in effect making the 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.

In this License, each licensee is addressed as "you," while "the "The Program" refers to any copyrightable work of authorship licensed under this License. Each licensee is addressed as "you." "Licensees" and "recipients" may be individuals or organizations.

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. 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 a verbatim 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.

A "contributor" is a party who licenses under this License a work on which the Program is based. Such a work is called the party's "contribution."

To "propagate" a work means doing to do (or cause others to do) anything with it that requires permission under applicable copyright law, except executing it on a computer, or making modifications that you do not share. 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. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

A party's "essential patent claims" in a work are all patent claims that the party can give permission to practice owned or controlled by the party, whether already acquired or to be hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling the work, but do not include claims that would be infringed only as a consequence of further modification of the work. For purposes of this definition, "control" includes the right to grant sublicenses in a manner consistent with the requirements of this License.

### 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 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 every subunit such anything, other than the work as a whole, 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 Major Component, but which is not part of that Major Component, 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 Major Component, or to implement a widely used or standard interface 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, except its including scripts to control those activities. However, it does not include the work's System Libraries, and except 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 scripts used to control those activities, interface definition files associated with the program 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 complex intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source also includes any encryption or authorization keys necessary to install and/or execute modified versions from source code

in the recommended or principal context of use, such that 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.) A key need not be included in cases where use of the work normally implies the user already has 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 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.

#### 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 a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of "fair use" or other equivalent, as provided by copyright law.

This License permits you to make and run privately modified versions of the Program, or have others make and run them on your behalf. However, this permission terminates, as to all such versions, if you bring suit against anyone for patent infringement of any of your essential patent claims in any such version, for making, using, selling or otherwise conveying a work based on the Program in compliance with this License.

Propagation of covered works other than conveying that you do not convey, and making modified versions of the Program that you do not convey, is are permitted without limitation conditions, so long as your license otherwise remains in force. Conveying is permitted

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

### 3. No Denying Users' Rights through Technical Measures.

Regardless of any other provision of this License, no permission is given for modes of conveying that deny users that run covered works the full exercise of the legal rights granted by this License.

No covered work constitutes shall be deemed part of an effective technological "protection" measure under section 1201 of Title 17 of the United States Code 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 measures that include use of 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' the legal rights of third parties against the work's users to forbid circumvention of technical measures.

## 4.[1] Conveying Verbatim Copying Copies.

You may eopy and 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 stating that this License and any non-permissive terms added in accord with section 7 apply to the code; and keep intact all notices of the absence of any warranty; and give all recipients, along with the Program, a copy of this License along with the Program and 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 any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

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

You may <del>copy</del> and 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 modified work must carry prominent notices stating that you changed the work modified it, and the date of any change 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".
- bc) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License must will therefore 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.
- e d) 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 work (or that unless you provide a warranty), that users licensees may convey the modified work under 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 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, the modified work must 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.

To the extent that identifiable sections of 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 convey them as separate works, not specifically for use in combination with 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 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.

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

You may <del>copy</del> and 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, either (1) to give any third party 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)
- [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) 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 or 6b1.

- 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 extra 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 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 saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain 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 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.

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

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 cases of doubt concerning whether an item is a "consumer product", the interpretation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., shall provide the basis for interpretation, regardless of the choice of law determination for this License as a whole.]

"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. Network access 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, 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.

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" are terms that supplement the terms of this License by make making exceptions from one or more of the requirements

of this License its conditions. 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 Additional permissions that are applicable to the entire Program shall be 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 permissions.

#### 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) terms that require preservation of specified reasonable legal notices or author attributions; or
- 1) terms that require that the origin of the material they cover not be misrepresented, or that modified versions of that material be marked in specific reasonable ways as different from the original version; or
- 2) warranty or liability disclaimers that differ from the disclaimers in this License; or
- 3) terms that prohibit or limit the use for publicity purposes of specified names of licensors or authors, or that require that certain specified trade names, trademarks, or service marks not be used for publicity purposes without express permission, other than in ways that are fair use under applicable trademark law; or
- 4) terms that require, 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 obtain copies of the Corresponding Source of the work through the same network session; or

- 5) terms that wholly or partially terminate, or allow termination of, permission for use of the material they cover, for a user who files a software patent lawsuit (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
- 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.

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 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 Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, you may supplement the terms of this License with terms effective under, or drafted for compatibility with, local law:

- a. disclaiming warranty or limiting liability differently from the terms of section 15 of this License; or
- b. requiring preservation of specified reasonable legal notices or author attributions in source or object code forms of material added by you to a covered work; or
- c. prohibiting misrepresentation of the origin of material added by you to a covered work, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or

d. limiting the use for publicity purposes of specified names of licensors or authors, or of specified trade names, trademarks, or service marks, to the extent otherwise permitted by law.

Additional requirements are allowed only as stated in subsection 7b. All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, purports to impose any other additional requirement be governed by this License, supplemented by a term that is a further restriction, you may remove that requirement term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

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.

## 8.[4] Termination.

You may not propagate or modify the Program a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify the Program it is void. 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 most recent violation. Having put you on notice, the copyright holder may, then terminate your license at any time, terminate the rights (including any patent rights) that the copyright holder has granted to you under this License.

However, if this is your first violation of this License with respect to a given copyright holder, and you cure the violation within 30 days following your receipt of the notice, then your license is automatically reinstated.

However, In the event that your rights are terminated under this section, 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] 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 other than this License grants you permission to propagate or modify the Program or any covered works work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating the Program (or any a 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 Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to 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 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 with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from a transaction transferring control of an organization an entity transaction, each party to that transaction who receives a copy of the work also receives a license whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus and a right to possession of the Corresponding Source of the work from the party's predecessor in interest.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program (or the contribution of any contributor).

#### 11. Patents.

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.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims in its contribution, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contribution.

For purposes of the following three paragraphs, a "patent license" means a patent license, a covenant not to bring suit for patent infringement, or any other express agreement or commitment, however denominated, not to enforce a patent.

If you convey a covered work, knowingly relying on a non-sublicensable patent license that is not generally available to all, 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) 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 (1) cause the Corresponding Source to be so available, or (2) disclaim 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 providing freedom to use, propagate, modify or convey a specific copy of the covered work to any of the parties receiving the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

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 patent license (a) in connection with copies of the covered work conveyed by you, and/or copies made from those, or (b) primarily for and in connection with specific products or compilations that contain the covered work, which license does not cover, prohibits the exercise of, or is conditioned on the non-exercise of any of the rights that are specifically granted to recipients of the covered work under this License[, unless you entered into that arrangement, or that patent license was granted, prior to March 28, 2007].

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] 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 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 convey it at all. For example, if you accept a patent license that prohibits royalty-free conveying by those who receive copies directly or indirectly through you agree to terms that obligate you to collect a

royalty for further conveying from those to whom you convey the Program, then the only way you could satisfy both it those terms and this License would be to refrain entirely from conveying the Program.

#### 13. Use with the Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link any covered work with a work licensed under version 2 of the Affero General Public License, and to convey the resulting combination. The terms of this License will continue to apply to your covered work but will not apply to the work with which it is linked, which will remain governed by the Affero General Public License.

## [13.[8] Geographical Limitations.

If the 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 limitation on conveying, excluding those countries, so that 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 the GNU General Public 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 the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide whether future versions of the GNU General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Program.

## 15.[10] Requesting Exceptions.

If you wish to incorporate parts of the Program into other free programs 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 15.[11, 12] Disclaimer of Warranty and Limitation of Liability.

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.

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 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.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS 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.

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