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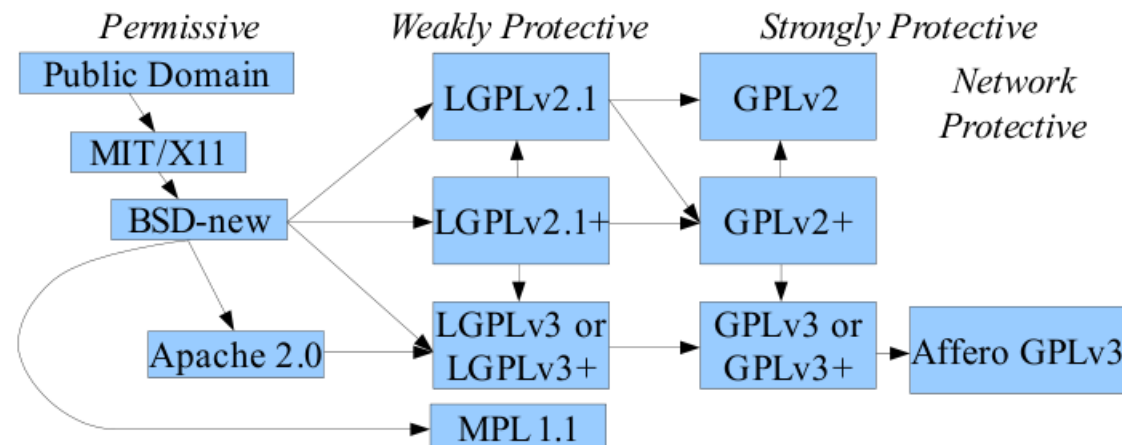


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- License compatibility refers to the problem with licenses of software packages which can contain contradictory requirements, rendering it impossible to combine source code from such packages in order to create new software packages

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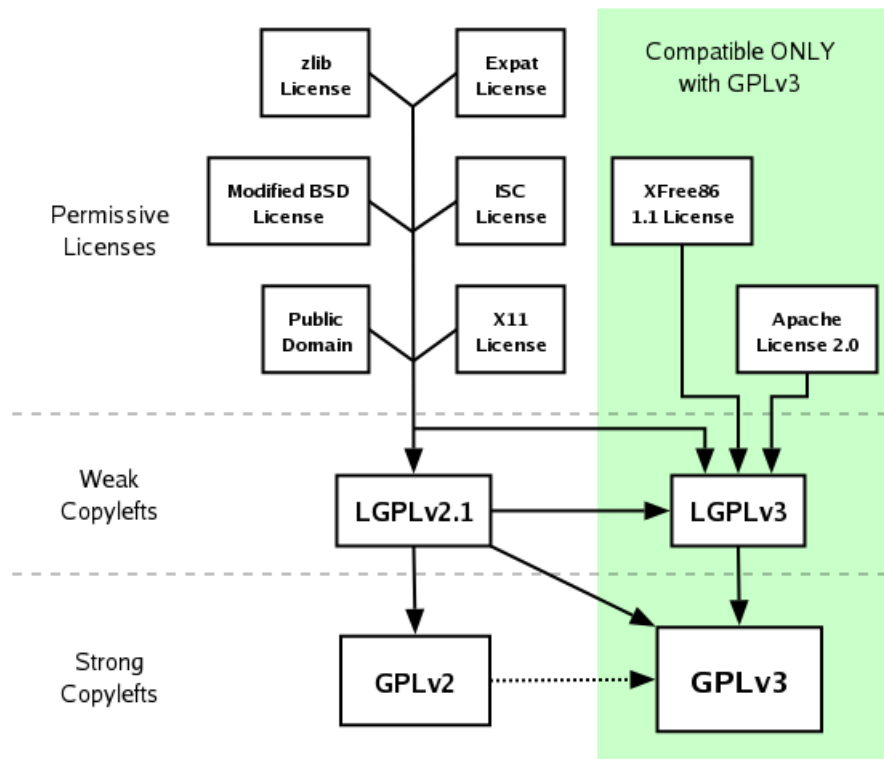


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The Foundations of the GPL (v3)

- **New Compatible Licenses:** GPLv3 is also newly compatible with a few other licenses. The Apache License 2.0 is a prime example. Lots of great free software is available under this license, with strong communities surrounding it. We hope that this change in GPLv3 will foster more cooperation and sharing within the free software community



About GPL

- **Does the GPL require that source code of modified versions be posted to the public?**

The GPL **does not require you to release your modified version**, or any part of it. You are free to make modifications and use them privately, without ever releasing them. This applies to organizations (including companies), too; an organization can make a modified version and use it internally without ever releasing it outside the organization. But **if you release the modified version to the public** in some way, the GPL requires you to make the modified source code available to the program's users, under the GPL. Thus, the GPL gives permission to release the modified program in certain ways, and not in other ways; but the decision of whether to release it is up to you



About GPL

- **Am I required to claim a copyright on my modifications to a GPL-covered program?**

You are not required to claim a copyright on your changes. In most countries, however, that happens automatically by default, so you need to place your changes explicitly in the public domain if you do not want them to be copyrighted

- **Does the GPL allow me to sell copies of the program for money?**

Yes, the GPL allows everyone to do this. The right to sell copies is part of the definition of free software

- **If I distribute GPL'd software for a fee, am I required to also make it available to the public without a charge?**

No. However, if someone pays your fee and gets a copy, the GPL gives them the freedom to release it to the public, with or without a fee. For example, someone could pay your fee, and then put her copy on a web site for the general public



About GPL

- **Does the GPL allow me to distribute copies under a nondisclosure agreement?**

No. The GPL says that anyone who receives a copy from you has the right to redistribute copies, modified or not. You are not allowed to distribute the work on any more restrictive basis

- **What legal issues come up if I use GPL-incompatible libraries with GPL software?**

Both versions of the GPL have an exception to their copyleft, commonly called the **system library exception**. If the GPL-incompatible libraries you want to use meet the criteria for a system library, then you don't have to do anything special to use them; the requirement to distribute source code for the whole program does not include those libraries, even if you distribute a linked executable containing them.

About GPL

- If you want your program to link against a library not covered by the system library exception, you need to provide permission to do that. Only the copyright holders for the program can legally release their software under these terms. If you wrote the whole program yourself, you are the copyright holder, so you can authorize the exception. But if you want to use parts of other GPL-covered programs by other authors in your code, you cannot authorize the exception for them. You have to get the approval of the copyright holders of those programs.
- **I heard that someone got a copy of a GPL'ed program under another license. Is this possible?**

The GNU GPL does not give users permission to attach other licenses to the program. But the copyright holder for a program can release it under several different licenses in parallel. The license that comes in your copy, assuming it was put in by the copyright holder, is the license that applies to your copy.



About GPL

- **If I add a module to a GPL-covered program, do I have to use the GPL as the license for my module?**

The GPL says that the whole combined program has to be released under the GPL. So your module has to be available for use under the GPL. But you can give additional permission for the use of your code. You can, if you wish, release your program under a license which is more lax than the GPL but compatible with the GPL

- **If a library is released under the GPL (not the LGPL), does that mean that any program which uses it has to be under the GPL or a GPL-compatible license?**

Yes, because the program as it is actually run includes the library

About GPL

- **If a program released under the GPL uses plug-ins, what are the requirements for the licenses of a plug-in?**

It depends on how the program invokes its plug-ins. If the program uses **fork** and **exec** to invoke plug-ins, then the plug-ins are separate programs, so the license for the main program makes no requirements for them. If the program **dynamically links** plug-ins, and they make function calls to each other and share data structures, we believe they form a single program, which must be treated as an extension of both the main program and the plug-ins. This means the plug-ins must be released under the GPL or a GPL-compatible free software license, and that the terms of the GPL must be followed when those plug-ins are distributed. If the program dynamically links plug-ins, but the communication between them is limited to invoking the **'main' function** of the plug-in with some options and waiting for it to return, that is a borderline case

About GPL

- **Can I apply the GPL when writing a plug-in for a non-free program?**

If the program uses **fork and exec** to invoke plug-ins, then the plug-ins are separate programs, so the license for the main program makes no requirements for them. So you can use the GPL for a plug-in, and there are no special requirements. If the program **dynamically links** plug-ins, and they make function calls to each other and share data structures, we believe they form a single program, which must be treated as an extension of both the main program and the plug-ins. This means that combination of the GPL-covered plug-in with the non-free main program would violate the GPL. However, you can resolve that legal problem by **adding an exception** to your plug-in's license, giving permission to link it with the non-free main program



About GPL

- **A company is running a modified version of a GPL'ed program on a web site. Does the GPL say they must release their modified sources?**

The GPL permits anyone to make a modified version and use it without ever distributing it to others. What this company is doing is a special case of that.

Therefore, the company does not have to release the modified sources. It is essential for people to have the freedom to make modifications and use them privately, without ever publishing those modifications

- **Is making and using multiple copies within one organization or company “distribution”?**

No, in that case the organization is just making the copies for itself. As a consequence, a company or other organization can develop a modified version and install that version through its own facilities, without giving the staff permission to release that modified version to outsiders

About GPL

- **Does moving a copy to a majority-owned, and controlled, subsidiary constitute distribution?**

Whether moving a copy to or from this subsidiary constitutes “distribution” is a matter to be decided in each case under the **copyright law of the appropriate jurisdiction**. The GPL does not and cannot override local laws. US copyright law is not entirely clear on the point, but appears not to consider this distribution

- **Does GPLv3 prohibit DRM?**

It does not; you can use code released under GPLv3 to develop any kind of DRM technology you like. However, if you do this, section 3 says that the system **will not count as an effective technological “protection” measure**, which means that if someone breaks the DRM, he will be free to distribute his software too, unhindered by the DMCA and similar laws.



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