**GNU General Public License version 3  
GNU通用公共许可协议 v3 (GPL v3)| EN&CN 中英对照**

**GNU GENERAL PUBLIC LICENSE**  
Version 3, 29 June 2007

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译文作者 | Author(Chinese Translation):

Qin Pengfei | chinpengfei@outlook.com

**Preamble**

**引言**

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

GNU通用公共许可协议（为方便阅读，以下简称“GPL协议”）是一种适用于软件和其他各类作品的自由且不可加以限制的[[1]](#footnote-1)（copyleft）版权许可协议。

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software 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 work released this way by its authors. You can apply it to your programs, too.

大多数软件和其他作品的许可协议是以排除分享和修改作品的权利为出发点进行设计的。与之相反，GPL协议意在保证分享、修改一项程序的各个版本的自由——以保证这个程序对所有用户都是自由软件。我们自由软件基金会在自己的大部分软件上使用了GPL协议，GPL协议同样也适用于任何其他由作者以此种方式发布的作品。你也可以将GPL协议适用于你的程序。

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 them 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.

当我们在谈论free software（自由软件）的时候，这里的free是指自由，而不是免费。我们设计GPL协议即是为了确保你能够自由分发自由软件的副本(你可以为此收取费用)、收到源代码或者在需要的时候获取源代码、修改软件或者在新的自由程序中使用其中的片段，并保证你能够确信自己有权做上述的事情。

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

为了保护你的权利，我们需要避免他人拒绝承认你的权利或者要求你放弃自己的权利。因此，你在分发软件副本或者修改软件的时候，也应当负起尊重他人自由的责任。

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you 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.

例如，如果你分发此类程序的副本，无论是否收费，你必须给予收到副本的人与你同样的自由。你必须确保他人获得或者可以获得程序的源代码。同时你也必须向他们提供本协议的条款，使他们知晓自己的权利。

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

使用GPL协议的开发者通过两个步骤来保障你的权利：(1)申明软件版权；以及(2)向你提供本许可协议以授权你复制、分发和/或修改该软件的合法许可。

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

对于开发者和作者的保护，GPL协议明确说明了该自由软件不存在任何保证。同时为了用户和作者，GPL协议要求应对修改后的版本进行标注，以免错误地将修改版本的问题归咎于先前版本的作者。

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

尽管生产厂商可以在设备中安装或运行软件的修改版本，但是部分设备在设计上还是会拒绝用户在其中安装或运行修改版本软件的权限。这与我们保护用户修改软件自由的目标在根本上是矛盾的。这种不当的系统模式在个人产品中的出现恰恰是最无法接受的。因此，我们设计了这一版GPL协议来防止此类情况。如果此类问题还发生在其他领域，我们也为保护用户自由，做好了在将来的GPL条款中扩展这些领域的准备。

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

最后，所有程序都面临着软件专利的持续威胁。国家不应该允许专利限制通用计算机软件的开发和使用，但是，在存在此类限制的国家，我们希望避免适用于自由程序的专利可能导致该程序实际上变为专有的特殊危险。为防止此类情况的发生，GPL协议确保了专利无法使程序非自由化。

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

以下是关于复制、分发以及修改的详细条款和条件。

**TERMS AND CONDITIONS**

**条款和条件**

**0. Definitions.**

**0. 定义**

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

“本协议”是指GNU通用公共许可协议第3版。

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

“版权”亦包括适用于其他种类作品的类版权法律，例如半导体光罩。

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

“程序（the Program）”指根据本协议进行许可的任何受版权保护的作品。每个被许可人称为“你”。“被许可人”和“接收者”可以是个人或组织。

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

“修改（modify）”一个作品是指以需要版权许可的方式对作品的全部或部分进行复制或者改编（adapt），有别于制作一致的副本。所产生的作品称为前作的“修改版”或“基于”前作的作品。

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

“受保护的作品（covered work）”是指未经修改的程序或者基于程序而产生的作品(a work based on the Program)。

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

“传播（propagate）”一个作品是指除在计算机上执行或者修改私有副本以外的，根据所适用的版权法律，只要未经许可实施就会使你承担直接或间接侵权责任的任何行为。传播包括复制、分发(无论修改与否)、向公众提供、以及在一些国家的其他行为。

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

“转发（convey）”一个作品是指任何一种可以使其他方制作或接收副本的传播行为。仅仅通过计算机网络与用户进行交互，而没有传输任何副本的行为不属于转发。

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

一个显示“适当的法律声明（Appropriate Legal Notices）”的用户交互界面应具有下列方便且醒目的可见特征：(1)显示适当的版权声明，以及(2)告知用户该作品不存在任何保证(提供保证的除外)、被许可人可以根据本协议转发作品以及查阅本协议的途径。如果界面展示的是一系列命令或选项，例如菜单，在列表提供醒目的选项方能满足上述要求。

**1. Source Code.**

**1. 源代码**

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

作品的“源代码（source code）”是指对作品进行修改所首选的作品形式。“目标代码（object code）”是指作品的任何非源代码形式。

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.

“标准接口（Standard Interface）”是指由受认可的标准组织定义的官方标准，或者在特定编程语言所指定的接口中为该语言的开发者所广泛使用的接口。

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

可执行作品的“系统库（System Libraries）”包括任何(a)不属于主要组件(Major Component)的一部分，但却包含在主要组件封装的一般结构中，并且(b)仅为主要组件的工作提供必要支持或者为使公众获取源代码而实施标准接口提供必要支持的内容，而非该作品的整体。“主要组件（Major Component）”在此背景下是指运行可执行作品所依赖的特定操作系统（如有）的主要的、必不可少的组件(内核、窗口系统等)，或用来产生作品的编译器，或运行作品所需的目标代码解释器。

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

目标代码形式的作品，其“相应的源码（Corresponding Source）”是指生成 、安装、（对可执行作品来说）运行目标代码以及修改作品所需的全部源代码，包括控制上述活动的脚本。但是，其中不包含系统库、通用工具或者在未经修改的情况下为实施上述活动而使用的一般可获得的且不属于作品的一部分的自由程序。例如，相应的源码包括与作品的源文件相关联的接口定义文件，以及作品明确依赖的共享库和动态链接子程序的源代码，诸如子程序与作品的其他部分之间存在密切的数据交换或控制流的情形。

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

相应的源码不需要包括用户可以通过相应的源码的其它部分自动生成的内容。

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

作品相应的源码如是源代码形式，其即等同于作品本身。

**2. Basic Permissions.**

**2. 基本许可**

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 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.

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You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

只要你的许可仍然有效，你就可以无条件地制作、运行和传播你未转发的受保护的作品。你可以将受保护的作品转发给他人，该等转发仅限于他人专门为你进行修改或者为你提供运行该作品的设备的目的，并且此等转发应以你在转发一切版权不由你所控制的材料时遵守本协议的条款为前提。因此，为你制作或运行受保护的作品的人必须在您的指导和控制下，且只能以你的名义，并在禁止他们在除你和他们之间的关系之外复制你的受版权保护的材料的条件下来制作或运行受保护的作品。

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

其他情形下的转发仅仅在符合下述的条件时才能被允许。禁止转授权；转授权因第10条的规定并不必要。

**3. Protecting Users' Legal Rights from Anti-Circumvention Law.**

**3. 针对反规避技术措施法律[[2]](#footnote-2)的用户权利保护**

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

受保护的作品不应被视为任何，履行12月20日通过的《WIPO版权条约》第11条所规定义务的准据法或者其他禁止或限制规避技术措施的相似法律下，有效的技术措施的一部分。

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

当你转发受保护的作品时，你同意放弃任何禁止为行使本协议下与受保护的作品相关的权利而实施的规避技术措施行为的权利，并且你同意放弃以执行你和第三方所具有的禁止规避技术措施行为的法律权利为手段的任何限制用户对作品进行操作或修改的意图。

**4. Conveying Verbatim Copies.**

**4. 转发未修改的副本**

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

你可以在收到程序源代码后通过任何形式转发未经修改的程序源代码的副本，但你须在每份副本中显著而恰当地发布适当的版权声明；保留陈述本协议和根据本协议第7条适用于代码的任何非许可性条款的内容的完整声明。

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.

你可以免费转发副本或者对转发的副本收取费用，也可以提供支持或保修以收取费用。

**5. Conveying Modified Source Versions.**

**5. 转发修改后的源代码版本**

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

你可以以第4条规定的源代码的形式，转发基于本程序的作品或其修改内容，但必须同时满足下列条件：

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

a) 该作品须具有显著的声明，说明您对该作品进行了修改并提供修改相关的日期。

* 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”.

b) 该作品须具有显著的声明，说明该作品是依据本协议以及根据第7条附加的条件进行发布的。本要求将把第4条所列的对应要求修改为“完整保留所有声明”。

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

c) 你必须根据本协议将作品整体完整地许可给任何拥有其副本的人。本协议及其适用的任何根据本协议第7条附加的条款适用于整个作品和作品的所有部分，无论其如何封包。本协议不允许以任何其他方式许可该作品，但如果你单独接受了其他方式的许可，本协议并不当然导致该等许可无效。

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

d) 如果该作品具有交互式用户界面，则每个用户界面均须显示适当的法律声明；但如果本程序具有交互式用户界面却不显示适当的法律声明，你的作品也无需进行显示。

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, 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.

存储在存储空间或分发介质上的受保护的作品与其他独立的作品的汇编，同时其在性质上不是受保护的作品的扩展，并且没有与之相结合而构成更大的程序，如果该汇编及其产生的版权没有被用来超越其中的单体作品的许可对该汇编的用户的访问和法律权利进行限制，则称之为“聚合（aggregate）”。在聚合中包含受保护的作品并不会使本协议适用于该聚合的其他部分。

**6. Conveying Non-Source Forms.**

**6. 以非源代码形式转发**

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

你可以根据本协议第4条和第5条的规定转发目标代码形式的受保护的作品，但你必须同时根据本协议转发及其可读的相应的源码，此等转发需符合下列方式之一：

* 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.

a) 转发收录在实体产品（包括实体的分发媒介）中的目标代码，并附带固定在常用于软件交换的耐用型物理介质上的相应的源码。

* b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) 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) access to copy the Corresponding Source from a network server at no charge.

b) 转发收录在实体产品（包括实体的分发媒介）中的目标代码，并附带一份书面要约，该书面要约应给予任何持有该目标代码的主体(1)以不高于你实际进行源码转发的合理成本的价格，一份产品中所有受本协议约束的软件的相应的源码的副本，此副本应储存与常用于软件交换的耐用型物理介质之上，或者(2)对相应的源码的免费的网络服务器访问；此要约在你提为该产品型号提供备件或客户支持期间持续有效且有效期至少为三年。

* 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.

c) 转发单独的目标代码的副本并附带一份提供相应的源码的书面要约副本。此选项仅能在偶尔性的且非商业性的情况下才能被允许，并且目标代码所附的要约应符合第6b条的要求。

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

d) 通过从指定的地点提供访问（免费或付费）来转发目标代码，并以相同的方式从同一地点提供对相应的源码提供同等的访问，提供对应的源码不得收取额外费用。你无需要求接收者同时复制目标代码和相应的源码。如果复制目标代码的地点是网络服务器，在你于目标代码旁设置清晰指引并说明在哪里可以或许相应的源码的前提下，你可以将相应的源码储存在另一台支持同样的复制功能呢的服务器上(该服务器由你而非第三方运营)。无论在任何服务器托管相应的源码，你都有义务保证它在为满足这些要求所需的期间内是可用的。

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

e) 使用点对点（p2p）传输转发目标代码，但你必须根据第6d条将你在何处向一般公众免费提供作品的目标代码和相应的源码的信息通知给其他节点。

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.

目标代码的可分割部分，即其源代码作为系统库被排除于相应的源码的部分，在转发时需包含在目标代码作品之中。

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

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“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.

用户产品的“安装信息（Installation Information）”是指任何方法、流程、授权密钥或其他在该用户产品中通过相应的源码的修改版安装和执行修改版受保护的作品的信息。该信息必须足以确保修改后的目标代码能够在持续工作中不会单纯因修改而被阻止或干扰。

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).

如果你根据本条转发在用户产品中的、随同用户产品的或者专门用于用户产品的目标代码作品，并且该转发作为交易的一部分会使用户产品的占有权和使用权在在一定期限内或永久转让给接收者（无论该交易是如何描述的），根据本条所转发的相应的源码必须具有安装信息。但是，此要求在你或任何第三方都不具有在用户产品上安装修改版的目标代码的能力的情况下并不适用（例如作品被安装在ROM上的情况）。

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network 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.

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**7. Additional Terms.**

**7. 附加条款**

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**8. 终止**

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3. 该“专利许可”的含义是本节第三段定义的“专利许可” [↑](#footnote-ref-3)