

On 14 November 2016 Pycom made its source code publicly available under a GPLv3 open source Licence. Here are some frequently asked questions that may help understand more about the licence and what it means.

All our GPLv3 licence documents are stored on [GITHUB](#) and [here](#) on our website.

What is an open source GPL Licence?

The GNU General Public License (GNU GPL or GPL) is a widely used free software license, which guarantees end users the freedom to run, study, share and modify the software. The GPL is a copyleft license, which means a derivative work can only be distributed under the same license terms.

What does the GPLv3 Licence cover?

The GPLv3 licence covers all Pycom's source code that runs on Pycom's boards. It does not cover Pycom hardware which remains proprietary.

What are the restrictions of the GPLv3 Licence?

Essentially, we're releasing the code under GPLv3, but we are leveraging the ability under that licence to require people distributing the code to retain fairly comprehensive licensing, attribution and disclaimer notices.

Anyone will be able to take the code and use it in conjunction with boards that are not genuine Pycom branded. However, if you do so, and distribute the boards to third parties, you will be subject to extensive notice requirements as well as the obligation to release the source code under GPLv3.

Why did Pycom opt for GPLv3?

We wanted to give every developer using our boards the opportunity to do exactly what they want with the boards and source code. Doing so, however, we need to retain some ability to continue protecting Pycom's commercial interests which amongst others include funding development of new boards as well as the free tools and solutions we're making available too. To protect the community against manufacturers who configure boards to only accept specific firmware, even if they otherwise technically comply with the requirements of the GPL, we opted for GPLv3, which has specific provisions against 'TiVoisation'. We have opted for GPLv3 'or any later version', ('GPLv3+') so that if the Free Software Foundation releases future

versions of GPL (there is none in the pipeline at the moment), the software will automatically be made available under that version as well, and you can choose which version you want to apply to the code you are using. We may relicense future version of the code under a different licence (e.g. GPLv4).

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, provided you don't distribute the modified version to third parties. This also applies to companies. A company can make a modified version and use it internally without ever releasing it to third parties or outside of the company.

But, if you release the modified version to the public in some way (including compiling the code and embedding it in firmware of a device, and then selling the device), the GPL requires you to make the modified source code available to all recipients of the software, including recipients of devices in which it is embedded. The GPL also allows you to distribute software under the GPL privately to another individual or company, provided that the recipient is also provided with appropriate access to the source code, but in that case, there is no way to prevent the recipient from releasing the code to the public in general (or any other third party) if they wish to do so (and that release will, of course, be under the GPL).

What compliance is there for the source code users?

We've written about compliance here: www.pycom.io/compliance and we are writing a specific document to explain it better. We'll post the document on the compliance page as soon as it's ready.

How do I contribute source code?

All you have to do is sign up to the Individual Contributor License Agreement located on www.github.com/pycom/pycom-micropython or www.pycom.io/contributor.

What is a Contributor License Agreement?

Contributions to our software are accepted under the terms of the Pycom Contributor License Agreement, based on the Apache 2.0 contributor license agreement (CLA), the license being in favour of Pycom Limited.

Signing the agreement means you allow Pycom and to our open source community recipients a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute your contributions and any derivative works. This allows Pycom to include your code in future releases of the software, and to license it under GPLv3 and/or other licences at our option. Note that you retain all rights in the code you contribute yourself, so are under no restriction in relation to your own use or exploitation of that code (other than granting an exclusive licence to someone else).

If you want your company to be able to contribute to the project as a whole, rather than as individuals, please contact us and we can provide you with a corporate licence agreement as an alternative.

What if I modify the code, distribute it in compliance with GPLv3, and Pycom obtains a copy. Does that mean my modifications might make it into the Pycom codebase?

Not necessarily. Because we grant certain waivers of our rights, and on occasion offer different licence terms, although we would be able to take your code and use and test it internally, and even release it solely under GPLv3, we wouldn't be able to release it under our Pycom licensing terms without your permission. If you've done some great work, you might find us asking for that permission.

What do I need to do if I want to develop a commercial product using the Pycom source code?

You can absolutely do that. You are allowed to sell products that use the code covered under the GPLv3 Licence but only under the terms of the Licence meaning that you have to make the source code available to recipients of the product (which in practice usually means to the community at large) under GPLv3+ which means the recipients must be allowed to redistribute and modify it as described. We allow some relaxation of these requirements to make life easier if you are distributing code with genuine Pycom-branded boards. See pycom.io/licensing for more information.

You can even use our code to develop a proprietary solution, where you don't have to make the source code available, provided that you take technical steps to ensure that the code will not run on third party boards. More information can be found at pycom.io/licensing.

If you are unwilling to comply with the requirements above, we are open to discussing licensing the Pycom code with you on a proprietary basis with appropriate royalty or licence fees being paid to us. We will consider licensing code for both Pycom and third party boards.

What if I don't want my product to be open source?

If you do not want to contribute your code back to the community, you have two options. Either you can talk to us about obtaining a special licence, and the cost involved in doing that, or, if you are distributing the code solely in conjunction with genuine Pycom branded boards, you can use the Genuine Pycom Licence, described below.

Typically, there are two scenarios:

1. If you are using a genuine Pycom development board such as WiPy, LoPy or SiPy you are good to go to your heart's content. There are no licence fees for the use of source code under the GPLv3, provided, of course, that you comply with its terms. You can also take advantage of the waiver that we grant you to relax compliance with attribution requirements, and, if you don't modify the code, you don't have to make the source available at all – details are below.

For more information, see pycom.io/licensing .

If you are distributing your modified code with unmodified genuine Pycom boards, you can also rely on the Genuine Pycom Licence, described below, which means you don't have to make the source code available to recipients of the code, provided you comply with a specific technical obligation designed to make sure your code can't be used with third-party or modified boards. We provide a special code library to assist with this. See Pycom.io/licensing for more details, including the terms of the licence which applies to the code library.

2. If you are not using genuine Pycom hardware, there are a number of obligations set out in the terms of the Pycom GPLv3 Licence. You will also have to comply with attribution and notice

requirements, which include the requirement to implement code in your version of the software to provide all users of your hardware with attribution and licensing information through your user interface. We are able to provide waivers for this requirement on a case-by-case basis on request. Please feel free to contact us if you would like more information, or to discuss terms on which a waiver may be granted.

All the terms are laid out in the Pycom licence terms available at https://www.pycom.io/wp-content/uploads/2016/11/OPENSOURCE-Pycom-Licences-v1_FINAL.pdf and if in doubt as to what this means please get in touch with us at cla@pycom.io.

To make your life easier when distributing genuine Pycom-branded boards, provided that you are using unmodified Pycom code, you do not have to make the original source available independently from us, as it will remain available directly from our website. Details of the legal terms implementing this waiver are available at pycom.io/licensing.

None of these requirements apply to any independent MicroPython script which you write to run on top of the Pycom stack. An independent script that you write will not be a derivative work of Pycom code, and as such we do not restrict you in any way (although if it is a derivative work of any third party code, you will have to comply with the licence terms applicable to that code). ('Independent' means that you have not incorporated any Pycom code into the script, and that it does not call any Pycom library functions other than through interfaces documented by us).

What is the Genuine Pycom Licence?

The Genuine Pycom Licence amends the Pycom GPLv3 licence. Full details of the legal terms are available at pycom.io/licensing, but in brief, you can modify or add to the Pycom code to your heart's content, and distribute it with genuine unmodified Pycom boards, without making the source available to recipients, provided that you interface with a specific pre-compiled library we provide which ensures that your software ONLY operates with genuine Pycom boards. The Genuine Pycom licence only allows licensing of object code. Any licensing of source code will remain under the Pycom GPLv3 licence.

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

No. The GPL states 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: the GPL explicitly outlaws any attempt to apply restrictions to recipients in this way. If someone asks you to sign an NDA for receiving GPL-covered software copyrighted by the FSF, please inform the FSF by writing to license-violation@fsf.org.

If the violation involves GPL-covered code that has some other copyright holder, please inform that copyright holder, just as you would for any other kind of violation of the GPL.

Are we creating a fork of MicroPython?

We try to minimise the effect of relicensing MicroPython by submitting all changes we make to underlying MicroPython code which we believe are of interest to the wider MicroPython community back to MicroPython for the benefit of everyone. If accepted, those changes will become subject to the MIT licence like the rest of the MicroPython code. We work very closely with the MicroPython development team and fully support their project. We encourage you to take the same approach – if spot any bugs in MicroPython, please submit details (and any bug fixes) back the MicroPython project (and we'd appreciate it if you let us know too).

Is GPLv3 Business-Unfriendly?

GPLv3 is specifically designed to counter the practices of some businesses, such as Microsoft, Novell and TiVo, which the Free Software Foundation regards as unethical. To the extent that businesses carry out those practices, then, yes, GPLv3 can be considered business-unfriendly. However, many businesses which understand GPLv3 code are comfortable working with the licence, and you will note that we have made some specific clarifications and waivers for various circumstances which are intended to make compliance straightforward.

Any additional questions can be sent to Bettina@pycom.io. We will be updating this document accordingly.