

How will you solve the theOnlyOffice license violation? #44

New issue

Simple-Minute

opened on Apr 1

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Hello,

how will Euro-Office solve the violation of OnlyOffice license?
<https://www.onlyoffice.com/blog/2026/03/onlyoffice-flags-license-violations-in-euro-office-project-by-nextcloud-and-ionos>

I could find similar case being tried in US, Neo4j v. PureThink. Its a case where Neo4j used "AGPL + additional restrictions" license and PureThink tried to redistribute the product with the restrictions removed.

There court decided you cant just remove "additional restrictions" from the license.

That's the court saying the AGPL can be modified with the addition of the Commons Clause license and that modification cannot be undone, despite what the AGPL says.
https://www.theregister.com/2025/02/27/adverse_appeals_court_ruling_could/

The actually interesting part of this whole kerfuffle is that the trial court decided PureThink could not rip Commons Clause out of the LICENSE file

<https://writing.kemitchell.com/2022/03/17/OSI-Neo4j-PureThink>

While this case is in US and not EU, its the only similar decision I could find.

So better to think about it.

8

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Assignees

No one assigned

Labels

discussion

Type

No type

Projects

Euro-Office team

Status

On hold

Milestone

No milestone

Relationships

None yet

Development

No branches or pull requests

Open in GitHub Copilot app

Laquinh

on Apr 2

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(I am not a lawyer and I have no idea about law, this is just my opinion).

This case reminds me of Neo4j v. PureThink as well. I don't think they're equivalent though.

ONLYOFFICE added the logo restriction by adding the following sentence to the license file:

Pursuant to Section 7(b) of the License you must retain the original Product logo when distributing the program.

Section 7(b) reads:

Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it

The thing is, a logo is not a reasonable legal notice or author attribution. By trying to add a restriction by using Section 7(b), they may have made the restriction dependent on the interpretation of Section 7(b).

This was analysed by FSF (the license authors) a couple of months ago in the blog entry at <https://www.fsf.org/blogs/community/gpl-compliant-legal-notices-author-attributions>. They said asking the licensee to retain a logo is not a valid use of Section 7(b), and that users are always free to remove trademarked logos from the work.

So, if the restriction really depends on Section 7(b), then it may just be invalid, even without needing the Further Restrictions clause.

In Neo4j v. PureThink, the court appear to be not be compelled by the further restrictions clause (the one that allows a licensee to remove restrictions). But since the logo restriction by ONLYOFFICE may be invalid by itself, it does not even need to be removed, so the further restrictions clause having no value doesn't really matter.

It's also worth to note that there is no legal way to comply with the ONLYOFFICE license, since they require you to retain trademarks while not granting trademark rights. The Neo4j license may not be open source but it is at least possible to comply with it. The ONLYOFFICE license is self-contradictory by design in a way that makes it impossible to make forks. I don't really know if this is something a court may value, but maybe??

13

moodyjnz

added discussion on Apr 2

ifrh

on Apr 2

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"a logo is not a reasonable legal notice or author attribution."

Well, I think this statement can differ from country to country.

In Germany there is something called "Wort- und Bildmarke", which can be explained like:

A "Wort- und Bildmarke" (word and design mark) combines text (company name, slogan) with graphic elements (logo, symbol, specific font/color) and protects the overall appearance, not just the textual content. It is often more distinctive than a word mark alone, but offers less protection for the word element against similar uses of text.

- o Gesetz über den Schutz von Marken und sonstigen Kennzeichen (Markengesetz - MarkenG): https://www.gesetze-im-internet.de/marken_g/BJNR308210994.html

- o Verordnung zur Ausführung des Markengesetzes (Markenverordnung - MarkenV) https://www.gesetze-im-internet.de/markenv_2004/BJNR087200004.html

So just removing or replacing symbols which are registered for a product could break law, too.

But I am not a lawyer.

- o 16.6.2017 | EN | Official Journal of the European Union | L 154/1 | REGULATION (EU) 2017/1001 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 14 June 2017 on the European Union trade mark <https://eur-lex.europa.eu/legal-content/EN-DE-FR/TXT/?uri=CELEX:32017R1001>

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ifrh

on Apr 2

Last edited by ifrh

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Just found following information, first an opinion of an advocat and after that the related JUDGMENT OF THE COURT (Grand Chamber), EU, 2 May 2012

1. quotes from the opinion : <https://eur-lex.europa.eu/legal-content/EN-DE-FR/ALL/?uri=CELEX:62010CC0406>

Opinion of Advocate General Bot delivered on 29 November 2011.

SAS Institute Inc. v World Programming Ltd.
Reference for a preliminary ruling from the High Court of Justice of England and Wales (Chancery Division).

Intellectual property — Directive 91/250/EEC — Legal protection of computer programs — Articles 1(2) and 5(3) — Scope of protection — Creation directly or via another process — Computer program protected by copyright — Reproduction of the functions by a second program without access to the source code of the first program — Decompilation of the object code of the first computer program — Directive 2001/29/EC — Copyright and related rights in the information society — Article 2(a) — User manual for a computer program — Reproduction in another computer program — Infringement of copyright — Condition — Expression of the intellectual creation of the author of the user manual.

Case C-406/10.

European Court Reports 2012 -00000
ECLI identifier: ECLI:EU:C:2011:787

33. [...] In two separate decisions, courts in the United Kingdom have ruled that it was not an infringement of the copyright in the source code of a computer program for a competitor of the right owner to study how the program functions and then to write its own program to emulate that functionality.

47. | However, the European Union legislature did indicate that the elements of creativity, skill and inventiveness manifest themselves in the way in which the program is put together. The programmer defines the tasks to be performed by a computer program and carries out an analysis of the possible ways to achieve those results. The author of a computer program, like the author of a book, selects the steps to be taken and the way in which those steps are expressed gives the program its particular characteristics of speed, efficiency and even style. (16)

48. | Consequently, protection for a computer program is conceivable only from the point at which the selection and compilation of those elements are indicative of the creativity and skill of the author and thus set his work apart from that of other authors. (17)

50. | The protection of a computer program is not therefore confined to the literal elements of that program, that is to say, the source code and the object code, but extends to any other element expressing the creativity of its author.

51. | In this context, it is now appropriate to consider in turn whether the functionality of a computer program and the programming language can be regarded as the expression of a program and thus qualify for the protection provided for by Directive 91/250.

2. following quotes from the judgemnt in case C-406/10 : <https://eur-lex.europa.eu/legal-content/EN-DE-FR/TXT/?uri=CELEX:62010CJ0406>

Case C-406/10.

Court reports - general
ECLI identifier: ECLI:EU:C:2012:259

30 | In accordance with Article 1(1) of Directive 91/250, computer programs are protected by copyright as literary works within the meaning of the Berne Convention.

31 | Article 1(2) of Directive 91/250 extends that protection to the expression in any form of a computer program. That provision states, however, that the ideas and principles which underlie any element of a computer program, including those which underlie its interfaces, are not protected by copyright under that directive.

33 | With respect to international law, both Article 2 of the WIPO Copyright Treaty and Article 9(2) of the TRIPS Agreement provide that copyright protection extends to expressions and not to ideas, procedures, methods of operation or mathematical concepts as such.

34 | Article 10(1) of the TRIPS Agreement provides that computer programs, whether in source or object code, are to be protected as literary works under the Berne Convention.

38 | From this the Court concluded that the source code and the object code of a computer program are forms of expression thereof which, consequently, are entitled to be protected by copyright as computer programs, by virtue of Article 1(2) of Directive 91/250. On the other hand, as regards the graphic user interface, the Court held that such an interface does not enable the reproduction of the computer program, but merely constitutes one element of that program by means of which users make use of the features of that program (Bezpečnostní softwarová asociace, paragraphs 34 and 41).

39 | On the basis of those considerations, it must be stated that, with regard to the elements of a computer program which are the subject of questions 1 to 5, neither the functionality of a computer program nor the programming language and the format of data files used in a computer program in order to exploit certain of its functions constitute a form of expression of that program for the purposes of Article 1(2) of Directive 91/250.

40 | As the Advocate General states in point 57 of his Opinion, to accept that the functionality of a computer program can be protected by copyright would amount to making it possible to monopolise ideas, to the detriment of technological progress and industrial development.

41 | Moreover, point 3.7 of the explanatory memorandum to the Proposal for Directive 91/250 (COM(88) 816) states that the main advantage of protecting computer programs by copyright is that such protection covers only the individual expression of the work and thus leaves other authors the desired latitude to create similar or even identical programs provided that they refrain from copying.

42 | With respect to the programming language and the format of data files used in a computer program to interpret and execute application programs written by users and to read and write data in a specific format of data files, these are elements of that program by means of which users exploit certain functions of that program.

43 | In that context, it should be made clear that, if a third party were to procure the part of the source code or the object code relating to the programming language or to the format of data files used in a computer program, and if that party were to create, with the aid of that code, similar elements in its own computer program, that conduct would be liable to constitute partial reproduction within the meaning of Article 4(a) of Directive 91/250.

| On those grounds, the Court (Grand Chamber) hereby rules:

| 1. | Article 1(2) of Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs must be interpreted as meaning that neither the functionality of a computer program nor the programming language and the format of data files used in a computer program in order to exploit certain of its functions constitute a form of expression of that program and, as such, are not protected by copyright in computer programs for the purposes of that directive.

| 2. | Article 5(3) of Directive 91/250 must be interpreted as meaning that a person who has obtained a copy of a computer program under a licence is entitled, without the authorisation of the owner of the copyright, to observe, study or test the functioning of that program so as to determine the ideas and principles which underlie any element of the program, in the case where that person carries out acts covered by that licence and acts of loading and running necessary for the use of the computer program, and on condition that that person does not infringe the exclusive rights of the owner of the copyright in that program.

| 3. | Article 2(a) of Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society must be interpreted as meaning that the reproduction, in a computer program or in a user manual for that program, of certain elements described in the user manual for another computer program protected by copyright is capable of constituting an infringement of the copyright in the latter manual if – this being a matter for the national court to ascertain – that reproduction constitutes the expression of the intellectual creation of the author of the user manual for the computer program protected by copyright.

To condense all of that:
It is allowed to create identical programs, if one does not copy the source code.

So reinventing the wheel by studing the behavior of the binary product without copying code is the way of freeing closed or open source software from their original licences.

For clarification:

The information above, which includes excerpts from the court proceedings, does not address the question of whether the original licences or parts of written restrictions are invalid.

ifrh

on Apr 3

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ONLYOFFICE updates its current readme.

github.com/ONLYOFFICE/ONLYOFFICE

Since 2015, ONLYOFFICE has distributed its software under the terms of the GNU Affero General Public License v. 3 (AGPLv3), a widely recognized copyleft model designed to ensure a balance between openness of the code and protection of the rights of the copyright holder.

Furthermore, AGPLv3 requires that the same license be presented upon distribution, that the source code be disclosed – including when the software is provided as a service (SaaS) – and that copyright notices and license attribution be retained.

Pursuant to Section 7 of AGPLv3, the copyright holder is expressly entitled to impose additional conditions. In the case of ONLYOFFICE, such conditions include, in particular:

- the obligation to retain the original product logo (Section 7(b));
- the denial of any rights to use the copyright holder's trademarks (Section 7(c)).

Such additions to the license were implemented on May 25, 2021, and can be found at line 655 of the [License](#).

AGPLv3 expressly permits the inclusion of such additional conditions, which, upon distribution of the software, apply together with the core license terms as a single, indivisible, and enforceable legal framework.

Accordingly, access to and use of the code is strictly conditional upon full compliance with all applicable terms – both standard and additional.

Since their additions to the License were implemented on May 25, 2021, and can be found at line 655 of their [License](#),

the perhaps simplest and legal way to remove that additions from Euro-Office would be:

Start developing the fork from an old ONLYOFFICE version based on code dated before May 25, 2021.

mon-jai

on Apr 3

Last edited by mon-jai

...

IANAL, but "retain the original Product logo" is not equal to "display the logo everywhere in the UI". Even that is the case, "based on [ONLYOFFICE logo]" might be enough for that.

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mon-jai

on Apr 3

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The <https://github.com/Euro-Office/dictionaries> repo lacks a global license, and some of the files might be unlicensed.

We likely need someone to review all subdirectories to ensure they each contain a license description (some are located in READMEs, like [this example](#)).

For languages without a license, we should replace them with equivalent dictionaries from the official tarball. At least those are AGPL licensed.

ifrh

on Apr 3

Last edited by ifrh

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ONLYOFFICE Version 6.3.0 - has changelog from May 20, 2021 - and a license.txt without the additional conditions.

- o <https://github.com/ONLYOFFICE/DocumentServer/tree/bb02d3a29e1ce8b538982a0b064c1fb6ff418b5>

- o <https://github.com/ONLYOFFICE/DocumentServer/blob/bb02d3a29e1ce8b538982a0b064c1fb6ff418b5/LICENSE.txt>

- o <https://github.com/ONLYOFFICE/DocumentServer/blob/bb02d3a29e1ce8b538982a0b064c1fb6ff418b5/CHANGELOG.md>

And just before the commit, which changed the license.txt, the tree was:

- o <https://github.com/ONLYOFFICE/DocumentServer/tree/aa9225bf0ba94d33c2734262bb71f3a4b99dd2a7>

The commit after that changed the license, than the tree was:

- o <https://github.com/ONLYOFFICE/DocumentServer/tree/e2976d77ad69ed6b94fa682da181957fb614be11>

gorkem-bwl

on Apr 4

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Just move the logo to About/Help page, this way you'll be retaining / keeping it.

4

carbon-starlight

on Apr 4

Last edited by carbon-starlight

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I had to deal with a similar issue recently.

First, according to a decently accepted legal interpretation (that many developers ignore), license file existing in the repository does not mean this is the license of the project. Only License section in README matters, and if it does not reference this particular LICENSE.txt file, this file does not hold value. Their README said:

ONLYOFFICE Desktop Editors is licensed under the GNU Affero Public License, version 3.0, ensuring its transparency and commitment to the open-source community.

See [LICENSE](#) for more information.

A file under LICENSE link (that does not lead to a git file but to their own online document viewer that refuses to load) does not hold value as you already declared clear AGPL as your license and did not point out existing additions: "for more information" would suggest existing clarifying information, not exceptions, and would not obligate forkers click this link.

Second, they want you to:

Pursuant to Section 7 § 3(b) of the GNU AGPL you must retain the original ONLYOFFICE logo in the upper left corner of the user interface when distributing the software.

Said section:

...Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:...

b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or

The keyword here is "reasonable". The purpose of AGPL is to make a project indefinitely forkable. Now imagine after each fork you are required to preserve the logo. First it was OpenOffice, then LibreOffice, then OnlyOffice, then EuroOffice... You see the long line of logos. Hardly any judge would agree this is a reasonable request.

Not even touching the contradictory section

Pursuant to Section 7 § 3(e) we decline to grant you any rights under trademark law for use of our trademarks.

OO devs probably thought they were less sleek here by finding this contradiction. Will not hold in courts.

14

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ensko

on Apr 4

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So reinventing the wheel by studing the behavior of the binary product without copying code is the way of freeing closed or open source software from their original licences.

For clarification:

The information above, which includes excerpts from the court proceedings, does not address the question of whether the original licences or parts of written restrictions are invalid.

That note would have been more useful up-front, I was already through the first text you cited before concluding it did not relate to the main licensing question. Starting from scratch is not a realistic option.

the perhaps simplest and legal way to remove that additions from Euro-Office would be:

Start developing the fork from an old ONLYOFFICE version based on code dated before May 25, 2021.

That is a bit more realistic, although a setback of five years is still massive.

The real issue here is that the AGPL clearly makes the added terms ineffective (Onlyoffice can add them, as long as they do not violate FSF's copyright over the AGPL in the process, but licensees are free to remove these terms). It is valid to fight claims that they are not Euro-Office just should really be careful to make no other violations. For example, the about page should clearly show proper attribution; [this screenshot on Reddit](#) is accurate, that's currently not the case. There is no need to make attribution hidden (behind a link or otherwise). It is honest, proper, and legally correct to be straightforward about other copyright holders, even if these copyright owners would prefer more than attribution.

That a US court sided with the company doing something similar (although I agree with the argument that explicitly referencing 7(b) probably makes a difference, even when viewed under US jurisdiction) is alarming, not just for this case but basically all software under a copyleft open source license. I don't quite understand why the judge understood that "You may not impose any further restrictions" refers to the licensee, but not that "If [there is] a further restriction, you may remove that term" still gives the licensee the right to remove that term, even when the licensor was allowed to add it.

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ensko

on Apr 4

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I understand that, but I think it would still be detrimental to the project if adopting Euro-Office in the US would be legally toxic. Removing one legal gotcha and adding another is not the optimal result.

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Simple-Minute

on Apr 4

Author

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Honestly, developing or depending on Euro-office with this legal uncertainty exists is like building your house on quicksand. Until court decides one way or another its dangerous.

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leoniscsem

on Apr 6

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[...] adopting Euro-Office in the US would be legally toxic. Removing one legal gotcha and adding another is not the optimal result. [...]

I am trying to understand how the currently unclear situation would create legal toxicity when using Euro-Office in the US? *Actor sequitur forum rei* - place of jurisdiction follows the defendant, thus Ascensio System SIA is required to sue the legal entity violating the license ... and as of now that is a legal entity in Germany. Ascensio claims their AGPL-based license is being violated by the Euro-Office project. If e.g., a company in the US enters into a contract with a Germany based company for implementing Euro-Office, I find it hard to believe any US district court would impose sanctions on a legal entity from the US, in case Ascensio would sue the end-user (said legal entity).

Of course this is a very complex legal matter and my education in cross-border commercial law is (very) limited. Just my 0.02€.

mon-jai

on Apr 6

Last edited by mon-jai

...

I am trying to understand how the currently unclear situation would create legal toxicity when using Euro-Office in the US? *Actor sequitur forum rei* - place of jurisdiction follows the defendant, thus Ascensio System SIA is required to sue the legal entity violating the license ... and as of now that is a legal entity in Germany.

I believe they could sue entities that deploy publicly accessible instances in the US. Since Euro-Office is a fork of OnlyOffice, deploying the former also constitutes deploying a derivative of the latter. It is still their code at stake unless every line is replaced with a clean-room implementation.

As the parties deploying the code, these entities are also the ones being accused of violating the AGPL license, and thus could be named as defendants instead of the Euro-Office contributors.

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16 remaining items

Load more

allenwrench218

on Apr 10 via email

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its not fictitious, ive done my homework
https://en.wikipedia.org/wiki/Sega_v._Accolade

ozantokman

on Apr 11

...

Why in the codebase still there is " onlyoffice " folder. Isn't that strange ?

allenwrench218

on Apr 14

...

Why in the codebase still there is " onlyoffice " folder. Isn't that strange ?

same reason libreoffice's binary is called soffice, for compatibility. Still this license is a nonissue, what they say and what is codified in the license means either way eurooffice will win, because if they move the logo to the credits and strict verbatim interpretation the court will strike that clause and if theres a conflict theres a get out of jail free near the end of section 7.

chriscroome

on Apr 16

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Adding a link to the FSF article on this issue:

<https://www.fsf.org/blogs/licensing/agpl-is-not-a-tool-for-taking-freedom-away>

The (A)GPLv3 makes it clear that it permits all licensees to remove any additional terms that are "further restrictions" under the (A)GPLv3. It states, "[i]f the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term."

Simple-Minute

Last edited by Simple-Minute

Author

...

on Apr 16

I still see a problem:

b) Requiring preservation of specified reasonable legal author attributions in that material or in the Appropriate Notices displayed by works containing it;

And OnlyOffice specifies author attribution as:

must retain the original Product logo when distributing it

So they specified the required author attribution as permitted by AGPL. Its similar as if someone required to display their name visibly in About section. But OnlyOffice requires their logo to be retained.

I guess only defense would be if court finds this specification of author attribution unreasonable.

allenwrench218 on Apr 16 via email

In my fork, I keep the powered by OnlyOffice logo. I maintain the attribution if it's considered a reasonable legal notice which i consider to be attribution.

Since they ask me to keep the logo I keep it in credits that way I'm not infringing on their trademark by confusing the market plus I am maintaining the logo as attribution.

I contribute to project Micropolis the game that is based on simcity unix code. In the license it states:

"ADDITIONAL TERMS per GNU GPL Section 7
No trademark or publicity rights are granted. This license does NOT give you any right, title or interest in the trademark SimCity or any other Electronic Arts trademark. You may not distribute any modification of this program using the trademark SimCity or claim any affiliation or association with Electronic Arts Inc. or its employees.

Any propagation or conveyance of this program must include this copyright notice and these terms.

If you convey this program (or any modifications of it) and assume contractual liability for the program to recipients of it, you agree to indemnify Electronic Arts for any liability that those contractual assumptions impose on Electronic Arts.

You may not misrepresent the origins of this program; modified versions of the program must be marked as such and not identified as the original program."

Section b is keeping the logo anywhere in the program to let people know of its origins. Therefore since they invoked clause b and clause e but not clause c I am well within my rights. Otherwise the FSF would have gotten involved and sued them for making a modified AGPL like they got involved with Neo4Java

allenwrench218 on Apr 16 via email

<https://static.fsf.org/nosvn/fsf-docs/FSF-Amicus-Brief-Neo4j-Suhry.pdf>

mon-jai on Apr 16

@Simple-Minute FSF actually stands against OnlyOffice.

The GNU GPLv3 Sec. 7(b) does make it possible to extend the requirement, but only to cover items that can be deemed as "reasonable legal notices or author attributions." The terms "legal notice" and "author attribution" cannot be stretched to cover completely different items. "Legal notice" normally means a notice advising a person of their rights or obligations. "Author attribution" is an identification of the natural person who is the author of the copyrighted work. This means that, for example, links leading to different materials are not intended to benefit from Sec. 7(b). Apart from some specific situations, logos are neither "legal notices" nor "author attributions" as normally understood.

Putting trademarked links or logos in the program's interface and explicitly declining a trademark license thus gives the trademark holder a way to stop uses harmful to their reputation, balanced by the users' option to remove the trademarks in order to distribute modifications freely. That way of securing attribution (or even advertising) benefit is consistent with the GNU GPLv3's intent to protect software freedom. People who modify the software still have some flexibility to decide how notices included in ALNs are displayed in their software, and other developers cannot use Sec. 7 to try to take that flexibility away.

<https://www.fsf.org/blogs/community/gpl-compliant-legal-notices-author-attributions>

allenwrench218 on Apr 16 via email

Then I expect the fsf to issue a cease and desist letter to onlyoffice to cease confusion of the license.

I put the logo in the credits to satisfy the condition of clause b legal notice and reasonable attempts to mitigate both copyright infringement and trademark infringement through applicable license strictly speaking verbatim.

Since they have invoked the clause but then added a confusion to the license I moved the bottom of section 7 and therefore move the logo to the credits to satisfy reasonable legal notice.

They chose the license they want their cake and eat it

tiran133 on Apr 17

<https://nextcloud.com/blog/euro-office-license-compliance-and-what-open-source-means/>

11 1

juliusknorr moved this from To do to On hold in Euro-Office team on May 28

ImGGAaWVIINN on Jun 9

You can technically include their logo, but makes it 2 pixel wide?

allenwrench218 on Jun 9

You can technically include their logo, but makes it 2 pixel wide?

https://docspace.onlyoffice.com/doceditor?share=MDRCUkjpM2JkamxvcnVJRkCtCSj9220NHZHNieHhnMml6WVhtK2f4R0RlWT0_jjhYTO4NzU0LTl5NzItNDY1Yi05MTgyLTlwODkzNmI4NDNkMSI&fileId=3985768

Jaheay on Jun 27

Bradley M. Kuhn weighed in on situations like this recently, and with both OnlyOffice and Bambu Lab attempting to use branding, logos, product identity, and extra conditions around the AGPL as a cudgel to build a closed ecosystem on top of open source, we finally have about as close as we can get to an answer without a court case.

<https://sfconservancy.org/blog/2026/apr/16/badgeware-onlyoffice-nextcloud-affero-gpl/>

Kuhn's argument is basically that AGPLv3 §7 does not let a vendor bolt on branding-retention terms and then use those terms to control downstream forks. A vendor can reserve trademark rights. They can stop someone from pretending to be the original project. What they cannot do is use the AGPL to force downstream users to preserve upstream logos, advertising, badgeware, or product identity as the price of exercising AGPL rights.

That distinction matters. AGPLv3 §7(e) can let a licensor decline to grant trademark rights, but that is not the same thing as forcing everyone downstream to carry your branding. Kuhn argues that trying to require preservation of logos or badgeware is a "further restriction," not a valid legal notice requirement under §7(b). And AGPLv3 §7 ¶4 is explicit: if the program is offered under AGPLv3 plus a term that is a further restriction, recipients may remove that term.

Without a court case, Kuhn's reading is about as authoritative as we are likely to get from someone directly involved in the Affero/GPLv3 drafting history.

3 1

allenwrench218 on Jun 27 via email

Didn't they already fix the license issue in the latest release

Sign up for free to join this conversation on GitHub. Already have an account? [Sign in to comment](#)