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A.41 - Regexp V1.2

**A.42 - ICU4J V3.6**

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## Section A. SUMMARY

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A.3 - Additional Notice relating to Apache Xalan Serializer

A.4 - Additional Notice relating to Apache XML-APIS

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A.15 - Xfree86-VidMode Extension 1.0

A.16 - X System

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A.20 - BrowserLauncher V1.4b1

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END OF Section A. SUMMARY

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B.17 - zlib 1.2.7

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Mesa 3-D graphics library  
Version: 4.1

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B.39 - libFFI 3.0.13

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B.40 - RSocket

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Component : CUDA Runtime

Windows : cudart.dll, cudart\_static.lib MacOS : libcudart.dylib, libcudart\_static.a Linux : libcudart.so, libcudart\_static.a

Component : CUDA FFT Library

Windows : cufft.dll

MacOS : libcufft.dylib

Linux : libcufft.so

Component : CUDA BLAS Library

Windows : cublas.dll

MacOS : libcublas.dylib

Linux : libcublas.so

Component : CUDA Sparse Matrix Library Windows : cusparse.dll

MacOs : libcusparse.dylib

Linux : libcusparse.so

Component : CUDA Random Number Generation Library Windows : curand.dll

MacOs : libcurand.dylib

Linux : libcurand.so

Component : NVIDIA Performance Primitives Library Windows : nppc.dll, nppi.dll, npps.dll MacOS : libnppc.dylib, libnppi.dylib, libnpps.dylib Linux : libnppc.so, libnppi.so, libnpps.so

Component : NVIDIA Optimizing Compiler Library Windows : nvvm.dll

MacOs : libnvvm.so

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Component : NVIDIA Common Device Math Functions Library Windows : libdevice.compute\_20.bc, libdevice.compute\_30.bc, libdevice.compute\_35.bc MacOS : libdevice.compute\_20.bc, libdevice.compute\_30.bc, libdevice.compute\_35.bc Linux : libdevice.compute\_20.bc, libdevice.compute\_30.bc, libdevice.compute\_35.bc

Component : NVIDIA Internal Library

MacOs : libtlshook.dylib

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D. pugixml

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F.        `config.sub` and `config.guess`

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B.46 - Eclipse OpenJ9

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Charges, if any, are based on Authorized Use obtained, which is specified in the invoice. IBM does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If Licensee wishes to increase its Authorized Use, Licensee must notify IBM or an authorized IBM reseller in advance and pay any applicable charges.

## 5. Taxes

## Notice

If any authority imposes on the Program a duty, tax, levy, or fee, excluding those based on IBM's net income, then Licensee agrees to pay that amount, as specified in an invoice, or supply exemption documentation. Licensee is responsible for any personal property taxes for the Program from the date that Licensee obtains it. If any authority imposes a customs duty, tax, levy, or fee for the import into or the export, transfer, access, or use of the Program outside the country in which the original Licensee was granted the license, then Licensee agrees that it is responsible for, and will pay, any amount imposed.

### 6. Money-back Guarantee

If Licensee is dissatisfied with the Program for any reason and is the original Licensee, Licensee may terminate the license and obtain a refund of the amount Licensee paid, if any, for the Program, provided that Licensee returns the Program to the party from whom Licensee obtained it within 30 days of the invoice date. If the license is for a fixed term that is subject to renewal, then Licensee may obtain a refund only if the Program is returned within the first 30 days of the initial term. If Licensee downloaded the Program, Licensee should contact the party from whom Licensee obtained it for instructions on how to obtain the refund.

### 7. Program Transfer

Licensee may transfer the Program and all of Licensee's license rights and obligations to another party only if that party agrees to the terms of this Agreement. If the license is terminated for any reason by either party, Licensee is prohibited from transferring the Program to another party. Licensee may not transfer a portion of 1) the Program or 2) the Program's Authorized Use. When Licensee transfers the Program, Licensee must also transfer a hard copy of this Agreement, including the LI. Immediately after the transfer, Licensee's license terminates.

### 8. No Warranties

**SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE PROGRAM OR SUPPORT, IF ANY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.**

**SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY LAW. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. LICENSEE MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR**

**JURISDICTION TO JURISDICTION.**

**THE DISCLAIMERS AND EXCLUSIONS IN THIS SECTION 8 ALSO APPLY TO ANY OF IBM'S PROGRAM DEVELOPERS AND SUPPLIERS.**

**MANUFACTURERS, SUPPLIERS, OR PUBLISHERS OF NON-IBM PROGRAMS MAY PROVIDE THEIR OWN WARRANTIES.**

**IBM DOES NOT PROVIDE SUPPORT OF ANY KIND, UNLESS IBM SPECIFIES OTHERWISE. IN SUCH EVENT, ANY SUPPORT PROVIDED BY IBM IS SUBJECT TO THE DISCLAIMERS AND EXCLUSIONS IN THIS SECTION 8.**

9. Licensee Data and Databases

To assist Licensee in isolating the cause of a problem with the Program, IBM may request that Licensee 1) allow IBM to remotely access Licensee's system or 2) send Licensee information or system data to IBM. However, IBM is not obligated to provide such assistance unless IBM and Licensee enter a separate written agreement under which IBM agrees to provide to Licensee that type of support, which is beyond IBM's obligations in this Agreement. In any event, IBM uses information about errors and problems to improve its products and services, and assist with its provision of related support offerings. For these purposes, IBM may use IBM entities and subcontractors (including in one or more countries other than the one in which Licensee is located), and Licensee authorizes IBM to do so.

Licensee remains responsible for 1) any data and the content of any database Licensee makes available to IBM, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and 3) backup and recovery of any database and any stored data. Licensee will not send or provide IBM access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that IBM may incur relating to any such information mistakenly provided to IBM or the loss or disclosure of such information by IBM, including those arising out of any third party claims.

10. Limitation of Liability

The limitations and exclusions in this Section 10 (Limitation of Liability) apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

10.1 Items for Which IBM May Be Liable

Circumstances may arise where, because of a default on IBM's part or other liability, Licensee is entitled to recover damages from IBM. Regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire

## Notice

liability for all claims in the aggregate arising from or related to each Program or otherwise arising under this Agreement will not exceed the amount of any 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) other actual direct damages up to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that is the subject of the claim.

This limit also applies to any of IBM's Program developers and suppliers. It is the maximum for which IBM and its Program developers and suppliers are collectively responsible.

### 10.2 Items for Which IBM Is Not Liable

**UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:**

1. LOSS OF, OR DAMAGE TO, DATA;
2. SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR
3. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.
4. Compliance Verification

For purposes of this Section 11 (Compliance Verification), "ILAN Program Terms" means 1) this Agreement and applicable amendments and transaction documents provided by IBM, and 2) IBM software policies that may be found at the IBM Software Policy website ([www.ibm.com/softwarepolicies](http://www.ibm.com/softwarepolicies)), including but not limited to those policies concerning backup, sub-capacity pricing, and migration.

The rights and obligations set forth in this Section 11 remain in effect during the period the Program is licensed to Licensee, and for two years thereafter.

### 11.1 Verification Process

Licensee agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with the ILAN Program Terms, including, without limitation, all of IBM's applicable licensing and pricing qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with ILAN Program Terms.

Upon reasonable notice, IBM may verify Licensee's compliance with ILAN Program Terms at all sites and for all environments in which Licensee uses (for any purpose) Programs subject to ILAN Program Terms. Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

### 11.2 Resolution

IBM will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with the ILAN Program Terms. Licensee agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

### 12. Third Party Notices

The Program may include third party code that IBM, not the third party, licenses to Licensee under this Agreement. Notices, if any, for the third party code ("Third Party Notices") are included for Licensee's information only. These notices can be found in the Program's NOTICES file(s). Information on how to obtain source code for certain third party code can be found in the Third Party Notices. If in the Third Party Notices IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

### 13. General

1. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
2. For Programs IBM provides to Licensee in tangible form, IBM fulfills its shipping and delivery obligations upon the delivery of such Programs to the IBM-designated carrier, unless otherwise agreed to in writing by Licensee and IBM.
3. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
4. Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
5. Licensee authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use Licensee's business contact information wherever they do business, in connection with IBM products and services, or in furtherance of IBM's business relationship with Licensee.
6. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
7. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the



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expiration of such time limit, any such claim and all respective rights related to the claim lapse.

8. Neither Licensee nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.
  9. No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except as permitted in Subsection 10.1 (Items for Which IBM May Be Liable) above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.
  10. In entering into this Agreement, neither party is relying on any representation not specified in this Agreement, including but not limited to any representation concerning: 1) the performance or function of the Program; 2) the experiences or recommendations of other parties; or 3) any results or savings that Licensee may achieve.
  11. IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Programs. IBM Business Partners remain independent and separate from IBM. IBM is not responsible for the actions or statements of IBM Business Partners or obligations they have to Licensee.
  12. The license and intellectual property indemnification terms of Licensee's other agreements with IBM (such as the IBM Customer Agreement) do not apply to Program licenses granted under this Agreement.
  13. Both parties agree that all information exchanged is nonconfidential. If either party requires the exchange of confidential information, it will be made under a signed confidentiality agreement.
  14. Geographic Scope and Governing Law
- 14.1 Governing Law

Both parties agree to the application of the laws of the country in which Licensee obtained the Program license to govern, interpret, and enforce all of Licensee's and IBM's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### 14.2 Jurisdiction

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license.

## Part 2 - Country-unique Terms

For licenses granted in the countries specified below, the following terms replace or modify the referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain unchanged and in effect. This Part 2 is organized as follows:

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- ◆ Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction);
- ◆ Americas country amendments to other Agreement terms;
- ◆ Asia Pacific country amendments to other Agreement terms; and
- ◆ Europe, Middle East, and Africa country amendments to other Agreement terms.

Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction)

### 14.1 Governing Law

The phrase "the laws of the country in which Licensee obtained the Program license" in the first paragraph of 14.1 Governing Law is replaced by the following phrases in the countries below:

#### **AMERICAS**

- (1) In Canada: the laws in the Province of Ontario;
- (2) in Mexico: the federal laws of the Republic of Mexico;
- (3) in the United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines: the laws of the State of New York, United States;
- (4) in Venezuela: the laws of the Bolivarian Republic of Venezuela;

#### **ASIA PACIFIC**

- (5) in Cambodia and Laos: the laws of the State of New York, United States;
- (6) in Australia: the laws of the State or Territory in which the transaction is performed;
- (7) in Hong Kong SAR and Macau SAR: the laws of Hong Kong Special Administrative Region ("SAR");
- (8) in Taiwan: the laws of Taiwan;

#### **EUROPE, MIDDLE EAST, AND AFRICA**

- (9) in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: the laws of Austria;
- (10) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana,

## Notice

French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the laws of France;

(11) in Estonia, Latvia, and Lithuania: the laws of Finland;

(12) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the laws of England; and

(13) in South Africa, Namibia, Lesotho, and Swaziland: the laws of the Republic of South Africa.

### 14.2 Jurisdiction

The following paragraph pertains to jurisdiction and replaces Subsection 14.2 (Jurisdiction) as it applies for those countries identified below:

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license except that in the countries identified below all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

### **AMERICAS**

(1) In Argentina: the Ordinary Commercial Court of the city of Buenos Aires;

(2) in Brazil: the court of Rio de Janeiro, RJ;

(3) in Chile: the Civil Courts of Justice of Santiago;

(4) in Ecuador: the civil judges of Quito for executory or summary proceedings (as applicable);

(5) in Mexico: the courts located in Mexico City, Federal District;

(6) in Peru: the judges and tribunals of the judicial district of Lima, Cercado;

(7) in Uruguay: the courts of the city of Montevideo;

(8) in Venezuela: the courts of the metropolitan area of the city of Caracas;

## **EUROPE, MIDDLE EAST, AND AFRICA**

(9) in Austria: the court of law in Vienna, Austria (Inner-City);

(10) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the Commercial Court of Paris;

(11) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the English courts;

(12) in South Africa, Namibia, Lesotho, and Swaziland: the High Court in Johannesburg;

(13) in Greece: the competent court of Athens;

(14) in Israel: the courts of Tel Aviv-Jaffa;

(15) in Italy: the courts of Milan;

(16) in Portugal: the courts of Lisbon;

(17) in Spain: the courts of Madrid; and

(18) in Turkey: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey.

### **14.3 Arbitration**

The following paragraph is added as a new Subsection 14.3 (Arbitration) as it applies for those countries identified below. The provisions of this Subsection 14.3 prevail over those of Subsection 14.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

## **ASIA PACIFIC**

(1) In Cambodia, India, Laos, Philippines, and Vietnam:

Disputes arising out of or in connection with this Agreement will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center

## Notice

("SIAC Rules") then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

### (2) In the People's Republic of China:

In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

### (3) In Indonesia:

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration that shall be held in Jakarta, Indonesia in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or "BANI") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

## Notice

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the chairman of the BANI. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English and/or Indonesian language.

### **EUROPE, MIDDLE EAST, AND AFRICA**

(4) In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:

All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

(5) In Estonia, Latvia, and Lithuania:

All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

### **AMERICAS COUNTRY AMENDMENTS**

#### **CANADA**

##### **10.1 Items for Which IBM May Be Liable**

## Notice

The following replaces Item 1 in the first paragraph of this Subsection 10.1 (Items for Which IBM May Be Liable):

1. damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence; and
2. General

The following replaces Item 13.d:

d. Licensee agrees to comply with all applicable export and import laws and regulations, including those of that apply to goods of United States origin and that prohibit or limit export for certain uses or to certain users.

The following replaces Item 13.i:

i. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Licensee except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

The following is added as Item 13.n:

n. For purposes of this Item 13.n, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

### (1) General

(a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").

(b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

### (2) Security Safeguards

(a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.

(b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.

## Notice

(c) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.

(d) Additional or different services required to comply with the Laws will be deemed a request for new services.

### (3) Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.

### (4) Access Requests

(a) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.

(b) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.

(c) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

### (5) Retention

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

### (6) Public Bodies Who Are Subject to Public Sector Privacy Legislation

For Licensees who are public bodies subject to public sector privacy legislation, this Item 13.n applies only to Personal Data made available to Licensee in connection with this Agreement, and the obligations in this section apply only to Licensee, except that: 1) section (2)(a) applies only to IBM; 2) sections (1)(a) and (4)(a) apply to both parties; and 3) section (4)(b) and the last sentence in (1)(b) do not apply.

## **PERU**

### 10. Limitation of Liability

The following is added to the end of this Section 10 (Limitation of Liability):



## Notice

Except as expressly required by law without the possibility of contractual waiver, Licensee and IBM intend that the limitation of liability in this Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

### 10.1 Items for Which IBM May Be Liable

The following is added to the end of this Subsection 10.1:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

## UNITED STATES OF AMERICA

### 5. Taxes

The following is added to the end of this Section 5 (Taxes):

For Programs delivered electronically in the United States for which Licensee claims a state sales and use tax exemption, Licensee agrees not to receive any tangible personal property (e.g., media and publications) associated with the electronic program.

Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result of Licensee's subsequent redistribution of Programs after delivery by IBM.

### 13. General

The following is added to Section 13 as Item 13.n:

n. U.S. Government Users Restricted Rights - Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the IBM Corporation.

The following is added to Item 13.f:

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

## ASIA PACIFIC COUNTRY AMENDMENTS

## **AUSTRALIA**

### **5. Taxes**

The following sentences replace the first two sentences of Section 5 (Taxes):

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Program itself, that is not otherwise provided for in the amount payable, Licensee agrees to pay it when IBM invoices Licensee. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

### **8. No Warranties**

The following is added to the first paragraph of Section 8 (No Warranties):

Although IBM specifies that there are no warranties, Licensee may have certain rights under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation.

#### **10.1 Items for Which IBM May Be Liable**

The following is added to Subsection 10.1 (Items for Which IBM Maybe Liable):

Where IBM is in breach of a condition or warranty implied by the Competition and Consumer Act 2010, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

## **HONG KONG SAR, MACAU SAR, AND TAIWAN**

As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word "country" (for example, "the country in which the original Licensee was granted the license" and "the country in which Licensee obtained the Program license") are replaced with the following:

(1) In Hong Kong SAR: "Hong Kong SAR"

(2) In Macau SAR: "Macau SAR" except in the Governing Law clause (Section 14.1)

(3) In Taiwan: "Taiwan."

## **INDIA**

### **10.1 Items for Which IBM May Be Liable**

The following replaces the terms of Items 1 and 2 of the first paragraph:

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by Licensee for the individual Program that is the subject of the claim.
2. General

The following replaces the terms of Item 13.g:

g. If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

## **INDONESIA**

### **3.3 Term and Termination**

The following is added to the last paragraph:

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

## **JAPAN**

### **13. General**

The following is inserted as Item 13.n:

n. Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

## **MALAYSIA**

### **10.2 Items for Which IBM Is Not Liable**

The word "SPECIAL" in Item 10.2b is deleted.

## **NEW ZEALAND**

### **8. No Warranties**

The following is added to the first paragraph of this Section 8 (No Warranties):

Although IBM specifies that there are no warranties, Licensee may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if Licensee requires the goods for the purposes of a business as defined in that Act.

### **10. Limitation of Liability**

The following is added:

Where Programs are not obtained for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

## **PEOPLE'S REPUBLIC OF CHINA**

### **4. Charges**

The following is added:

All banking charges incurred in the People's Republic of China will be borne by Licensee and those incurred outside the People's Republic of China will be borne by IBM.

## **PHILIPPINES**

### **10.2 Items for Which IBM Is Not Liable**

The following replaces the terms of Item 10.2b:

b. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

## **SINGAPORE**

### **10.2 Items for Which IBM Is Not Liable**

The words "SPECIAL" and "ECONOMIC" are deleted from Item 10.2b.

### 13. General

The following replaces the terms of Item 13.i:

i. Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 10 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

## **TAIWAN**

### 10.1 Items for Which IBM May Be Liable

The following sentences are deleted:

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

## **EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS**

### **EUROPEAN UNION MEMBER STATES**

#### 8. No Warranties

The following is added to Section 8 (No Warranties):

In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 8 (No Warranties).

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Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

### 13. General

The following replaces Item 13.e:

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(5) Licensee authorizes IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

### **AUSTRIA**

#### 8. No Warranties

In Austria (and Germany) the following replaces Section 8 (No Warranties) in its entirety, including its title, if Licensee paid a charge to obtain the Program.

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In the second sentence of the first paragraph, delete entirely the parenthetical phrase:

"(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)".

### 10.2 Items for Which IBM Is Not Liable

The following replaces Item 10.2b:

b. indirect damages or consequential damages; or

**BELGIUM, FRANCE, ITALY, AND LUXEMBOURG**

## 10. Limitation of Liability

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### 10.3 Suppliers and Program Developers

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## GERMANY

### 8. No Warranties

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4. In case of delay on IBM's part: 1) IBM will pay to Licensee an amount not exceeding the loss or damage caused by IBM's delay and 2) IBM will be liable only in respect of the resulting damages that Licensee suffers, subject to the provisions of Items a and b above.
5. General

The following replaces the provisions of 13.g:

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g. Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section 8 (No Warranties) of this Agreement.

The following replaces the provisions of 13.i:

i. No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except (to the extent permitted in Section 10 (Limitation of Liability)) for:

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## **IRELAND AND UNITED KINGDOM**

### 2. Agreement Structure

The following sentence is added:

Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

### 10.1 Items for Which IBM May Be Liable

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Z125-5589-05 (07/2011)

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\* Xlib Extension-Writing Utilities

\*

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12. **YOUR Warranties.** You represent and warrant that (a) you have the right to enter into and perform this agreement; (b) there is no pending or threatened dispute or controversy relating to Eligible Products or Integration Code; (c) Eligible Products and Integration Code comply and will comply with all applicable laws; and (d) Eligible Products and Integration Code do not and will not violate any third party intellectual property or other legal rights.
13. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
14. **DISCLAIMER OF WARRANTY.** The Software is licensed "as-is." You bear the risk of using it. We give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, we exclude the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
15. **LIMITATION ON AND Exclusion of REMEDIES AND Damages.** You can recover from us and our suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including lost profits or consequential, special, indirect or incidental damages. This limitation applies to (a) anything related to the Software, services, content (including code) on third party Internet sites, or third party programs; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if we knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential, or other damages.
16. **Indemnity.**

12.1 **Claims.** You will defend us, our affiliates and successors, and the officers, directors, employees, and agents of each ("Microsoft Indemnitees") against any and all claims, threats, actions, suits, demands, or other proceedings brought by others, arising out of or relating to (a) the marketing, distribution, or use of Integration Code, Eligible Products, or modifications or derivative works of the Software made by you or on your behalf, if such claims, etc. would have been avoided by the exclusive use of the unmodified Software; or (b) any facts that, if true, would be a breach of your warranties or obligations in this agreement ("Claims"). You will also indemnify and hold Microsoft Indemnitees harmless from all damages, losses, liabilities, injuries, judgments, fines, penalties, interest, assessments, costs, and expenses of any kind attributable to Claims, including reasonable attorneys' and experts' fees.

12.2 **Procedures.** We will promptly notify you of any Claim. We will permit you, through counsel chosen by you and reasonably acceptable to us, to answer and assume the defense of any Claim. We will cooperate with you, at your request and expense, in all reasonable respects in such defense.

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We may also employ separate counsel and participate in the defense at our own expense. You may not settle any Claim on behalf of a Microsoft Indemnitee, or publicize any settlement of a Claim, without first obtaining our written permission, which we will not unreasonably withhold.

### 17. TERM AND Termination.

13.1 Term. This agreement will become effective on the date you click the "I Accept" button below, and will end on the third-year anniversary of that date, unless terminated earlier ("Term").

13.2 Termination. During the Term, either party may immediately terminate this agreement (a) upon a material breach of this agreement by the other party, including breach of Sections 8 or 14.4 or any infringement of the first party's proprietary rights; (b) if the other party does not cure any other breach of this agreement within 30 days after delivery of written notice of such breach; or (c) if the other party is found bankrupt, admits its inability to pay or ceases to pay debts as they become due, or otherwise can reasonably be considered insolvent.

13.3 Effect. Neither party will be responsible for any costs or damages resulting from its termination of this agreement in accordance with this agreement. Expiration or other termination of this agreement will not affect any external end user licenses you have previously granted in accordance with this agreement. In addition, unless we terminate this agreement for your material breach, you may (a) for a period of 90 days after termination, continue to distribute copies of Eligible Products that are in your inventory or distribution channel as of the effective date of termination; and (b) continue to exercise any rights granted under this agreement as necessary to provide external end users with technical support for copies of Eligible Products licensed to them in accordance with this agreement.

13.4 Return or Destroy. Upon expiration or other termination of this agreement (or, if your rights survive, as in Section 13.3, then after such surviving rights expire), you must return or destroy all full or partial copies of the Software in your possession or under your control within 30 days. At our request, you will certify such return or destruction in writing.

13.5 Survival. All definitions and Sections 7 through 14 will survive expiration or other termination.

### 18. General.

14.1 Our Relationship. This agreement will not be construed as creating a partnership, joint venture, agency, or franchise relationship or any fiduciary duty. You do not have the power to (a) make any promise or warranty on our behalf; (b) vary any terms, conditions, warranties, or covenants by us; or (c) grant any person any rights that we have not previously authorized in writing.



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14.2 Waivers. No waiver of any breach of any term of this agreement will constitute a waiver of any other breach of the same or other terms. No waiver will be effective unless made in a writing signed by an authorized representative of the waiving party.

14.3 Severability. If a court finds any term of this agreement to be unenforceable, unlawful, or invalid, that term will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue in full force and effect.

14.4 Assignment. You may not assign this agreement, or any rights or obligations herein, without our prior written consent. For purposes of this agreement, an "assignment" by you includes each of: (a) a change in your beneficial ownership of greater than 20% (whether in a single transaction or series of transactions) if you are a partnership, trust, limited liability company, or other like entity; (b) your merger with another party, whether or not you are the surviving entity; (c) the acquisition of more than 20% of any class of your voting stock (or any class of non-voting security convertible into voting stock) by another party (whether in a single transaction or series of transactions); and (d) the sale or other transfer of more than 50% of your assets (whether in one or multiple transactions).

14.5 Governmental Approvals. You will, at your own expense, obtain and maintain in full force and effect all governmental approvals or filings, if any, and comply with all applicable laws and regulations, in connection with your performance under this agreement.

14.6 Export Restrictions. The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting) {<http://www.microsoft.com/exporting>}.

14.7 Applicable Law. If you are based outside of the European Union, this agreement will be governed by the laws of the State of Washington and the United States. Otherwise, this agreement will be governed by the laws of Ireland. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement.

14.8 Dispute Resolution. If we bring an action to enforce this agreement, we will bring it in the jurisdiction where you are based. If you bring an action to enforce this agreement against any Microsoft affiliate located outside of the European Union, you will bring it in the State of Washington, USA. Otherwise, you will bring such action in Ireland. Either party may, however, seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

14.9 Entire Agreement. This agreement, and the terms for pre-release code, supplements, updates, Internet-based services and support services that you use, are the entire agreement for the Software

and such items.

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**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

Revised Sept. 2006

## The following component(s) is(are) subject to the Microsoft Windows Driver Kit 7 License

- Microsoft Windows Driver Kit - WDK - 7.0.0.7600

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- supplements,
- Internet-based services, and
- support services

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- Included Microsoft Programs.** The software contains other Microsoft programs. In some cases, those programs and the license terms that apply to your use of them are addressed specifically in these license terms. For all other included Microsoft programs, these license terms govern your use.
- Device Simulation Framework.** One user may install and use any number of copies of the Device Simulation Framework on your devices for the sole purpose of testing the interoperability of your devices, drivers and firmware with Windows. For the avoidance of doubt, the Device Simulation Framework shall not be used for testing software you have designed and developed using a software development kit other than the Windows Driver Kit.

- d. **Third Party Programs.** The software contains third party programs. These license terms as well as any license terms accompanying the third party program files apply to your use of them.

## 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

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- **Sample Code.** You may modify, copy and distribute only in object code form the sample code found in the SRC directory of the Windows Driver Kit, except that you may also modify, copy, and distribute in source code form the sample code listed in the SAMPLES.TXT file.
- **Third Party Distribution.** You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

- ii. **Distribution Requirements.** For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

- iii. **Distribution Restrictions.** You may not

- alter any copyright, trademark or patent notice in the Distributable Code

;

- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

- the code be disclosed or distributed in source code form; or
- others have the right to modify it.

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- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software;
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- use the software for commercial software hosting services.
- **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- **Export Restrictions.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
- **SUPPORT SERVICES.** Because this software is as is, we may not provide support services for it.
- **Entire Agreement.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- **Applicable Law.**
  - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
  - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- **Legal Effect.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
- **Disclaimer of Warranty.** The software is licensed as-is. You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

**Limitation on and Exclusion of Remedies and Damages. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

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Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

**The following component(s) is(are) subject to the Microsoft Windows Server 2003 SP1 SDK License for sample code (not MFC ATL CRT)**

- MS Server 2003 Platform SDK Samples - SP1

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MICROSOFT PLATFORM SOFTWARE DEVELOPMENT KIT  
FOR MICROSOFT WINDOWS SERVER 2003 SERVICE  
PACK 1**

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- support services

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- c. Distributable Code.  The software contains code that you are permitted to copy and distribute in programs you develop if you comply with the terms below.
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- ii. Distribution Requirements. For any Distributable Code you distribute, you must:
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  - only invoke the software via interfaces described in the software documentation;
  - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your application;
  - distribute Distributable Code included in a setup program only as part of that setup program without modification;
  - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
  - display your valid copyright notice on your programs;
  - for Distributable Code from the Windows Media Services SDK portions of the software, include in your program's Help-About box (or in another obvious place if there is no box) the following copyright notice: "Portions utilize Microsoft Windows Media Technologies. Copyright (c) 1999-2005 Microsoft Corporation. All Rights Reserved"; and
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The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

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- toute matière liée au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet d'une tierce partie ou dans des programmes d'une tierce partie, et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

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- Microsoft Core XML Services (MSXML) - 4.0-SP3

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The SOFTWARE consists of two elements: (1) XML Core Services component ( COMPONENT ) which contains, among other items, files with .dll extensions which expose application programming interfaces that provide implementation to read, write, transform and make other manipulations with XML; and (2) MSXML software development kit ( SDK ) which may include documentation, sample code, and other information designed to assist in the development of your applications.

### **1. GRANT OF LICENSE.** This EULA grants you the following rights:

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## MOZILLA PUBLIC LICENSE

### Version 1.1

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888        8 888  .d88'    Y888..8P
888        8 888ooo88P'    `8888'
888        8 888                .8PY888.
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