Amazon Redshift ODBC and JDBC Driver License Agreement

THIS IS AN AGREEMENT BETWEEN YOU AND AMAZON WEB SERVICES, INC. (WITH ITS AFFILIATES, "AWS" OR "WE") THAT GOVERNS YOUR USE OF THE AMAZON REDSHIFT ODBC AND JDBC DRIVER SOFTWARE (TOGETHER WITH ANY UPDATES AND ENHANCEMENTS TO IT, AND ACCOMPANYING DOCUMENTATION, THE "SOFTWARE") THAT WE MAKE AVAILABLE TO YOU (THIS "LICENSE AGREEMENT"). IF YOU INSTALL OR USE THE SOFTWARE, YOU WILL BE BOUND BY THIS LICENSE AGREEMENT. UNLESS OTHERWISE DEFINED IN THIS LICENSE AGREEMENT, CAPITALIZED TERMS WILL HAVE THE SAME MEANING AS SET FORTH IN THE AWS CUSTOMER AGREEMENT POSTED AT AWS.AMAZON.COM/AGREEMENT (THE "AWS CUSTOMER AGREEMENT").

1. Use of the Software

We hereby grant you a personal, limited, nonexclusive, non-transferable, non-sublicenseable license to install and use the Amazon Redshift ODBC Driver Software and JDBC Driver Software, including any updates and enhancements to it and accompanying documentation delivered by us to you (the "Software"), for the sole purpose of accessing Amazon Redshift (or any successor service designated by us in writing). You may distribute the Software, provided that (a) you distribute the Software as part of a program that you develop; (b) you add significant functionality to it in your program; (c) you require end users to agree to terms that are consistent with, and at least as protective of AWS and the Software as, this License Agreement; (d) you retain without modification any copyright, patent, trademark, or attribution notices that are present in the Software; and (e) you distribute the Software for the sole purpose of accessing Amazon Redshift (or any successor service designated by us in writing). All rights granted to you are conditioned on your continued compliance this License Agreement and your maintenance of an account in good standing with AWS. Some components of the Software (whether developed by AWS or third parties) may be governed by applicable open source software licenses. Your license rights with respect to these individual components are defined by the applicable open source software licenses, and nothing in this License Agreement will restrict, limit, or otherwise affect any rights or obligations you may have, or conditions to which you may be subject, under such open source software licenses.

2. Limitations

You may not, and you will not encourage, assist or authorize any other person to, (a) sell, rent, lease, lend, loan, distribute, act as a service bureau, publicly communicate, transform, or sub-license the Software or otherwise assign any rights to the Software in whole or in part; (b) modify, alter, tamper with, repair, or otherwise create derivative works of the Software, (c) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of any software included in the Software, or (d) access or use the Software or the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas.

3. Reservation of Rights

You may not use the Software for any illegal purpose. The Software is the intellectual property of AWS or its licensors. The structure, organization, and code of the Software are valuable trade secrets and confidential information of AWS. The Software is protected by law, including without limitation copyright laws and international treaty provisions. Except for the rights explicitly granted to you in this License Agreement, all right, title and interest in the Software are reserved and retained by us and our licensors. You do not acquire any intellectual property or other rights in the Software as a result of downloading the Software.

4. Updates

In order to keep the Software up-to-date, we may offer automatic or manual updates at any time. If we elect to provide maintenance or support of any kind, we may terminate that maintenance or support at any time without notice to you.

5. Termination

You may terminate this License Agreement at any time by uninstalling or destroying all copies of the Software that are in your possession or control. Your rights under this License Agreement will immediately and automatically terminate if you do not comply with any term or condition of this License Agreement or the AWS Customer Agreement, including any failure to remit timely payment. In the case of termination, you must cease all use and destroy all copies of the Software. We may modify, suspend, discontinue, or terminate your right to use part or all of the Software at any time without notice to you, and in that event we may modify the Software to make it inoperable. AWS will not be liable to you should it exercise those rights. Our failure to insist upon or enforce your strict compliance with this License Agreement will not constitute a waiver of any of our rights.

6. Disclaimer of Warranties and Limitation of Liability

a. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT INSTALLATION AND USE OF, AND ANY OTHER ACCESS TO, THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS DELIVERED TO YOU "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND AWS, ITS LICENSORS AND DISTRIBUTORS, AND EACH OF THEIR RESPECTIVE AFFILIATES AND SUPPLIERS (COLLECTIVELY, THE "RELEASED PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A RELEASED PARTY OR AN AUTHORIZED REPRESENTATIVE OF A RELEASED PARTY WILL CREATE A WARRANTY. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

b. TO THE EXTENT NOT PROHIBITED BY LAW, NO RELEASED PARTY WILL BE LIABLE TO YOU FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY RELATED TO THE APPLICATION, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING OUT OF LOSS OF PROFITS, REVENUE, DATA, OR USE OF THE APPLICATION, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ANY RELEASED PARTY'S AGGREGATE LIABILITY UNDER THIS LICENSE AGREEMENT WILL BE LIMITED TO \$50.00. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

7. Indemnification

You are liable for and will defend, indemnify, and hold harmless the Released Parties and their officers, directors, agents, and employees, from and against any liability, loss, damage, cost, or expense (including reasonable attorneys' fees) arising out of your use of the Software, violation of the License Agreement, violation of applicable law, or violation of any right of any person or entity, including without limitation intellectual property rights.

8. Source Code

Please see the Amazon Redshift technical documentation located on the AWS website (aws.amazon.com) for information on how to retrieve a copy of the source code for certain software components included with the Software.

9. Export Regulations

You will comply with all export and re-export restrictions and regulations of the United States Department of Commerce and other United States and foreign agencies and authorities that may apply to the Software, and not to transfer, or encourage, assist, or authorize the transfer of the Software to a prohibited country or otherwise in violation of any applicable restrictions or regulations.

10. U.S. Government End Users

The Software is provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Software. If you are using the Software on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Software. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

11. Amendment

We may amend this License Agreement at our sole discretion by posting the revised terms on the AWS website (aws.amazon.com) or within the Software. Your continued use of the Software after any amendment's effective date evidences your agreement to be bound by it.

12. Conflicts

The terms of this License Agreement govern the Software and any updates or upgrades to the Software that we may provide that replace or supplement the original Software, unless the update or upgrade is accompanied by a separate license, in which case the terms of that license will govern.

* * *

The Amazon Redshift ODBC Driver includes Expat – Copyright (c) 1998, 1999, 2000 Thai Open Source Software Center Ltd, which is licensed under the MIT license that states as follows:

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

* * *

The Amazon Redshift ODBC Driver includes OpenSSL – Copyright (c) 1998-2008 The OpenSSL Project, which is dual licensed under the OpenSSL License and the original SSLeay license that state as follows:

OpenSSL License

- * Copyright (c) 1998-2018 The OpenSSL Project. All rights reserved.
- * Redistribution and use in source and binary forms, with or without
- * modification, are permitted provided that the following conditions
- * are met:

*

- * 1. Redistributions of source code must retain the above copyright
- * notice, this list of conditions and the following disclaimer.
- * 2. Redistributions in binary form must reproduce the above copyright
- * notice, this list of conditions and the following disclaimer in
- * the documentation and/or other materials provided with the
- distribution.

*

- * 3. All advertising materials mentioning features or use of this
- * software must display the following acknowledgment:
- * "This product includes software developed by the OpenSSL Project
- * for use in the OpenSSL Toolkit. (http://www.openssl.org/)"

*

- * 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to
- * endorse or promote products derived from this software without
- * prior written permission. For written permission, please contact
- * openssl-core@openssl.org.

٠ '

- * 5. Products derived from this software may not be called "OpenSSL"
- * nor may "OpenSSL" appear in their names without prior written
- * permission of the OpenSSL Project.

*

- * 6. Redistributions of any form whatsoever must retain the following
- * acknowledgment:
- * "This product includes software developed by the OpenSSL Project
- * for use in the OpenSSL Toolkit (http://www.openssl.org/)"

*

- * THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS" AND ANY
- * EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE
- * IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR
- * PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR
- * ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,
- * SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT
- * NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
- * LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
- * HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,
- * STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)
- * ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED
- * OF THE POSSIBILITY OF SUCH DAMAGE.

```
* This product includes cryptographic software written by Eric Young
* (eay@cryptsoft.com). This product includes software written by Tim
* Hudson (tjh@cryptsoft.com).
*/
Original SSLeay License
/* Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)
* All rights reserved.
* This package is an SSL implementation written
* by Eric Young (eay@cryptsoft.com).
* The implementation was written so as to conform with Netscapes SSL.
* This library is free for commercial and non-commercial use as long as
* the following conditions are aheared to. The following conditions
* apply to all code found in this distribution, be it the RC4, RSA,
* Ihash, DES, etc., code; not just the SSL code. The SSL documentation
* included with this distribution is covered by the same copyright terms
* except that the holder is Tim Hudson (tjh@cryptsoft.com).
* Copyright remains Eric Young's, and as such any Copyright notices in
* the code are not to be removed.
* If this package is used in a product, Eric Young should be given attribution
* as the author of the parts of the library used.
* This can be in the form of a textual message at program startup or
* in documentation (online or textual) provided with the package.
* Redistribution and use in source and binary forms, with or without
* modification, are permitted provided that the following conditions
* are met:
* 1. Redistributions of source code must retain the copyright
* notice, this list of conditions and the following disclaimer.
* 2. Redistributions in binary form must reproduce the above copyright
   notice, this list of conditions and the following disclaimer in the
* documentation and/or other materials provided with the distribution.
* 3. All advertising materials mentioning features or use of this software
* must display the following acknowledgement:
* "This product includes cryptographic software written by
* Eric Young (eay@cryptsoft.com)"
* The word 'cryptographic' can be left out if the rouines from the library
   being used are not cryptographic related :-).
* 4. If you include any Windows specific code (or a derivative thereof) from
   the apps directory (application code) you must include an acknowledgement:
* "This product includes software written by Tim Hudson (tjh@cryptsoft.com)"
* THIS SOFTWARE IS PROVIDED BY ERIC YOUNG "AS IS" AND
```

* ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE

- * IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- * ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE
- * FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL
- * DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS
- * OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
- * HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT
- * LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY
- * OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF
- * SUCH DAMAGE.

*

- * The licence and distribution terms for any publically available version or
- * derivative of this code cannot be changed. i.e. this code cannot simply be
- * copied and put under another distribution licence
- * [including the GNU Public Licence.]

*/

•

* * *

The Amazon Redshift ODBC Driver includes ICU – Copyright (c) 1995-2010 International Business Machines Corporation and others, which is licensed under the IBM ICU license that states as follows:

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

All trademarks and registered trademarks mentioned herein are the property of their respective owners.

* * *

The Amazon Redshift ODBC Driver includes stringencoders – Copyright (c) 1998, Regents of the University of California, which is licensed under the BSD 3-Clause License that states as follows:

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

* * *

The Amazon Redshift ODBC Driver includes libpq – Portions Copyright (c) 1996-2014, PostgreSQL Global Development Group and portions copyright (c) 1994, The Regents of the University of California, which is licensed under the following terms and conditions:

Permission to use, copy, modify, and distribute this software and its documentation for any purpose, without fee, and without a written agreement is hereby granted, provided that the above copyright notice and this paragraph and the following two paragraphs appear in all copies.

IN NO EVENT SHALL THE UNIVERSITY OF CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE UNIVERSITY OF CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS ON AN "AS IS" BASIS, AND THE UNIVERSITY OF CALIFORNIA HAS NO OBLIGATIONS TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

* * *

The Amazon Redshift ODBC Driver includes dtoa – Copyright (c) 1991, 2000, 2001 by Lucent Technologies, which is licensed under the following terms and conditions:

/***********************

ক

* The author of this software is David M. Gay.

...

* Copyright (c) 1991, 2000, 2001 by Lucent Technologies.

* Permission to use, copy, modify, and distribute this software for any

* purpose without fee is hereby granted, provided that this entire notice

- * is included in all copies of any software which is or includes a copy
- * or modification of this software and in all copies of the supporting
- * documentation for such software.

*

- * THIS SOFTWARE IS BEING PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED
- * WARRANTY. IN PARTICULAR, NEITHER THE AUTHOR NOR LUCENT MAKES ANY
- * REPRESENTATION OR WARRANTY OF ANY KIND CONCERNING THE MERCHANTABILITY
- * OF THIS SOFTWARE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

*