#### **MOVESENSE**

# SOFTWARE DEVELOPMENT ("SDK") LICENSE

#### **AND**

# **EVALUATION AGREEMENT ("AGREEMENT")**

THIS IS A LEGAL AGREEMENT BETWEEN YOU ("LICENSEE", OR "YOU") AND AMER SPORTS DIGITAL SERVICES OY ("AMER SPORTS DIGITAL") FOR THE LICENSED TECHNOLOGY AS DESCRIBED HEREIN. PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY. BY CLICKING THE "ACCEPT" BUTTON BELOW, WHERE THIS OPTION IS AVAILABLE OR DOWNLOADING THE LICENSED TECHNOLOGY AND ACTUALLY USING IT, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. IN THE EVENT THAT YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT DOWNLOAD, INSTALL OR IN ANY OTHER WAY USE THE LICENSED TECHNOLOGY. THIS COPY OF THE LICENSED TECHNOLOGY IS LICENSED TO YOU AS THE END USER OR TO YOUR EMPLOYER OR ANOTHER THIRD PARTY AUTHORIZED TO PERMIT YOUR USE OF THE LICENSED TECHNOLOGY. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU AND THAT YOUR USE OF THE LICENSED TECHNOLOGY CONSTITUTES ACCEPTANCE OF THE AGREEMENT TERMS. IN THE EVENT THAT YOU DO NOT AGREE TO THESE TERMS, YOU MUST CLICK THE "REJECT" BUTTON WHERE THIS OPTION IS MADE AVAILABLE AND/OR STOP USING AND ERASE OR OTHERWISE DESTROY ALL POSSIBLE COPIES OF THE LICENSED TECHNOLOGY IN YOUR POSSESSION.

# 1. **DEFINITIONS**

In this Agreement, the following terms have the following meanings:

"Confidential Information" means: (a) Licensed Technology; (b) any technical, business, and/or other information relating to the business of Amer Sports Digital, its affiliates, subcontractors or the collaboration hereunder, their facilities, products, techniques and processes; and (c) any other information disclosed by Amer Sports Digital or its affiliates to the Licensor.

"Licensed Technology" means, collectively, the Product, software in object code and in source code if expressly specified hereunder, specifications, design materials, API information and other IP disclosed by Amer Sports Digital and licensed to Licensee hereunder for the Purpose including, without limitation, all changes, amendments, modifications and derivative works thereof. For clarity, the licensed technology shall include but not be limited to software, Confidential Information and any other technology or IP as defined in Appendix 1.

"Open Source SW" shall mean any software included in or to be otherwise utilized in connection with the Deliverables, subject to the terms and conditions of http://www-opensource.org/docs/definition.php and including, without limitation licenses at the time of signing this Agreement listed at http://opensource.org/licenses/ or similar terms.

"Party" or "Parties" Amer Sports Digital, the Licensee or both as required by the context.

"**Product**" means the Movesense sensor provided for the Licensee as a sample under this Agreement for the Purpose, if applicable.

"Purpose" means the Licensees' evaluation, testing and potential development of a software application ("Application") by using Licensed Technology strictly for the purposes of the Products and Amer Sports Digital business relating thereto. The possible commercialization of the Application, the decision on which will be at sole discretion of Amer Sports Digital, is subject to a separate agreement.

#### 2. LICENSE AND USE

The software included in the Licensed Technology includes an object code components, source code components and third party components.

Subject to the terms and conditions of this Agreement Amer Sports Digital hereby grants to Licensee, and Licensee hereby accepts, a personal, non-transferrable, non-sub licensable, non-exclusive, worldwide, limited license to use the Licensed Technology, strictly for the Purpose. The aforesaid shall not, however, apply to third party components that are subject to separate and differing license terms attached as Appendix 2 this Agreement. The Licensee shall be fully liable for complying with such third party license terms and shall defend, indemnify and hold Amer Sports Digital and its affiliated companies harmless against any claims arising from the Licensee's use of such third party components.

#### 3. RESTRICTIONS

Licensee shall have no right to disclose, sell, market, commercialise, sub-license, relicense or otherwise transfer to any other party whatsoever the Licensed Technology or any rights in the Licensed Technology.

In no event may Licensee copy, export, re-export, sub-license, rent, lease or use the Licensed Technology in any manner inconsistent with or not expressly permitted under this Agreement.

Licensee shall not reverse engineer, reverse compile, or disassemble the Licensed Technology.

Licensee shall not use or disclose the Licensed Technology for any purpose other than the Purpose. In particular, the Licensee shall not incorporate or integrate the Licensed Technology or any part thereof in any products or services.

To the extent the Licensee is entitled to modify the Licensed Technology, the right to modify shall strictly apply only to the components of the Licensed Technology that are provided to the Licensee in source code.

Licensee shall ensure that Open Source SW may only be utilized as agreed in the Agreement and after a separate open source due diligence conducted in a professional and workmanlike manner. On the basis of such due diligence, Licensee shall ensure, among others, that:

- a) it is compliant with all licenses;
- b) there are no conflicts between the licenses:
- there are no limitation to the use or utilization of Licensed Technology caused by Open Source SW;

- d) the Applications shall not contain any Open Source SW which would create any obligations, rights or immunities under any Open Source SW licenses in respect of Licensed Technology, Amer Sports Digital intellectual property rights or requirements to disclose source code of Licensed Technology, Products or any other Amer Sports Digital products or services or other adverse effects on the commercial interests of Amer Sports Digital;
- e) there are no security or other similar risks arising out of or relating to the Applications.

Upon request of Amer Sports Digital, Licensee shall provide Amer Sports Digital:

- a) all reasonable available documentation, copyright notices, source codes and other patent and technical
- b) information on the performance of the due diligence process and tools utilized by Licensee in such process;
- c) information on notices and other materials necessary for Amer Sports Digital to comply with all applicable Open Source SW license Terms.

Amer Sports Digital may further provide its own due diligence procedure regarding Open Source SW.

To the extent any actual or potential risks or other adverse effects might be detected for Amer Sports' business purposes, Licensee agrees to implement, at its own expense, such changes as reasonably required by Amer Sports Digital to remedy the situation.

Notwithstanding anything to the contrary, this due diligence shall not in any manner limit or restrict liabilities of Licensee specified in the Agreement including those concerning warranties, intellectual property rights and indemnities.

## 4. OWNERSHIP

The Licensed Technology and any Confidential Information of Amer Sports Digital, and all rights therein (including without limitation any intellectual property rights relating thereto), are owned solely by Amer Sports Digital. All Amer Sports Digital's trademarks, service marks, trade names, logos or other words or symbols are and will remain the exclusive property of Amer Sports Digital and any use by Licensee of the trademarks and/or logos of Amer Sports Digital is subject to a separate agreement between Amer Sports Digital and Licensee.

Except as otherwise expressly stated in this Agreement, no express or implied rights or licenses under Amer Sports Digital's or its group companies patents, copy rights, trademarks, trade secrets or other intellectual property rights are granted to the Licensee.

Licensee acknowledges that Amer Sports Digital is currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that Licensee may develop based on your license herein. Nothing in this Agreement shall impair, limit or curtail Amer Sports Digital's right to continue with its development, maintenance and/or distribution of Amer Sports Digital's technology or products. Licensee agrees that it shall not assert in any way any patent owned by the Licensee arising out of or in connection with this Agreement or modifications made thereto against Amer Sports Digital, its subsidiaries or affiliates, or their customers, direct or indirect, agents and contractors (collectively, the "Amer Sports Product Users") for the manufacture, use, import, licensing, offer for sale or sale of any Amer Sports products.

#### 5. FEEDBACK

The Licensee is not obliged to provide Amer Sports Digital with any feedback under this Agreement. To the extent the Licensee provides Amer Sports Digital with any feedback relating to the Licensed Technology (including without limitation comments, suggestions and information related to usability, performance, functions, bug reports and test results of the Licensed Technology), Amer Sports Digital shall receive a worldwide, non-exclusive, sub-licensable, irrevocable, royalty-free and perpetual license to use, modify, reproduce, make, have made, sell, offer to sell, distribute, lease, import, export and otherwise dispose of and utilize such feedback for its own or group companies internal and external business purposes. No compensation will be paid for the Licensee with respect to the feedback.

# 6. TECHNICAL SUPPORT

Amer Sports Digital has no obligation to furnish Licensee with any technical support whatsoever. Any such support is subject to a separate agreement between the Parties.

#### 7. NO WARRANTY

THE LICENSED TECHNOLOGY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED AND NEITHER AMER SPORTS DIGITAL, ITS LICENSORS OR AFFILIATES NOR THE COPYRIGHT HOLDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE LICENSED TECHNOLOGY WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO WARRANTY BY AMER SPORTS DIGITAL OR BY ANY OTHER PARTY THAT THE FUNCTIONS, DESIGN, FEATURES OR SPECIFICATIONS CONTAINED IN THE LICENSED TECHNOLOGY WILL MEET THE REQUIREMENTS OF LICENSEE OR THAT THE OPERATION OF THE LICENSED TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSEE ASSUMES ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE LICENSED TECHNOLOGY TO ACHIEVE LICENSEE'S INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT. AMER SPORTS DIGITAL ESPECIALLY EXCLUDES ANY LIABILITY RESULTING FROM ANY THIRD PARTY SOFTWARE OR COMPONENTS INCLUDED IN THE LICENSED TECHNOLOGY.

#### 8. LIMITATION OF LIABILITY AND INDEMNITY

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF AMER SPORTS DIGITAL, ITS EMPLOYEES OR LICENSEES OR AFFILIATES EXCEED FIFTY (50) EUROS.

IN NO EVENT SHALL AMER SPORTS DIGITAL, ITS EMPLOYEES OR LICENSEES OR AFFILIATES BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED TECHNOLOGY, EVEN IF AMER

SPORTS DIGITAL OR ITS EMPLOYEES OR LICENSEES OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES/STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, AMER SPORTS DIGITAL, ITS EMPLOYEES OR LICENSORS OR AFFILIATES' LIABILITY SHALL BE LIMITED TO FIFTY (50) EURO.

LICENSEE UNDERTAKES TO INDEMNIFY, HOLD HARMLESS AND DEFEND AMER SPORTS DIGITAL AND ITS DIRECTORS, OFFICERS, AFFILIATES, SHAREHOLDERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS OR LAWSUITS, INCLUDING ATTORNEY'S FEES, THAT ARISE OR RESULT OF THE LICENSEE'S EXECUTION OF THIS AGREEMENT AND BUSINESS HEREUNDER WHICH ARE NOT SOLELY DUE TO CAUSES FOR WHICH AMER SPORTS DIGITAL IS RESPONSIBLE.

#### 9. CONFIDENTIALITY

It may be necessary and desirable that Amer Sports Digital or any of its affiliates within the Amer Sports group of companies disclose Confidential Information to the Licensee, however, on a strict need-to-know basis only, and subject to similar confidentiality restrictions as required under this Agreement.

Licensee acknowledges that the Confidential Information any/all copies thereof, translations and partial copies shall be considered as information of Amer Sports Digital and title thereto remains in Amer Sports Digital.

Licensee shall keep the Confidential Information strictly confidential and shall not disclose it to third parties (including its subsidiaries, parent or affiliated companies) without Amer Sports Digital's prior written permission.

Confidential Information received hereunder shall not be used for any purpose other than the Purpose without Amer Sports Digital's prior written permission. The Licensee shall restrict access to Confidential Information to only those of its employees to whom such access is necessary for carrying out the Purpose and advise such employees of the obligations assumed herein.

Neither Licensee, nor Licensee's employees shall sell, transfer, publicly disclose, display or otherwise make available to third parties any portion of the Licensed Technology or any other Confidential Information. Licensee agrees to secure and protect Confidential Information with the same degree of care that Licensee uses to secure and protect its own confidential and proprietary information of a similar nature, and to take all reasonably appropriate actions with its employees who are permitted access thereto, to satisfy its obligations hereunder.

Upon its discovery of any unauthorized possession, use or knowledge of the Licensed Technology arising out of Licensee's possession of the Licensed Technology, Licensee shall promptly notify Amer Sports Digital of the same and shall cooperate with Amer Sports Digital in every reasonable effort to regain possession or prevent further unauthorized use of the Licensed Technology.

Notwithstanding anything in this Section, neither Party shall be obligated to maintain in confidence any information of the other Party which: (i) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of Licensee; or (ii) was known to Licensee prior to disclosure by Amer Sports Digital as proven by the written records of Licensee; or (iii) is disclosed to Licensee by a third party who did not obtain such Information, directly or indirectly, from Amer Sports

Digital; or (iv) was independently developed (by personnel having no access to the Confidential Information) by Licensee as proven by the written records of Licensee.

Companies within the Amer Sports group shall not be deemed to be third parties for the purposes of this Agreement.

### 10. CONTACT PERSONS

The contact persons of the Parties concerning any issues relating to this Agreement are specified on the following website: www.movesense.com

### 11. TERMINATION

This Agreement shall be effective from the date of [downloading the Licensed Technology Bitbucket] ("**Effective Date**") and stay in force for a period of twelve (12) months from the Effective Date, unless earlier terminated by either Party under this section.

Either Amer Sports Digital or Licensee may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other Party.

Licensee's license rights automatically terminate immediately without notice, if Licensee fails to comply with any provision of this Agreement.

Within five (5) days after termination of this Agreement, Licensee shall destroy or return to Amer Sports Digital, as instructed by Amer Sports Digital, Licensed Technology and all copies of the Licensed Technology in its possession and all related materials and Confidential Information, and provide a letter certifying such destruction or return. For the avoidance of doubt, the aforesaid obligation to return the Licensed Technology shall not apply to the Product.

Sections 4 (ownership), 5 (feedback), 7 (no warranty), 8 (limitation of liability) and 9 (confidentiality) shall survive the termination of this Agreement. Upon termination all Products shall be returned to Amer Sports Digital.

# 12. GENERAL

#### 12.1. Entire Agreement

This Agreement is the entire agreement between the Parties relating to the Licensed Technology and supersedes any prior representations, communications, undertakings, or discussions relating to the Licensed Technology. No terms in any purchase order or other forms shall apply, even if such purchase order or other forms are accepted by either Party. This Agreement may only be modified by a writing signed by both Parties.

# 12.2. Assignment

This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party.

# 12.3. Governing Law and Arbitration

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its rules for choice of law. Any disputes relating to or arising in connection with this Agreement shall be finally settled in arbitration. The arbitrator is

to be appointed by the Arbitration Committee of the Central Chamber of Commerce of Finland and the rules of the said Committee are to be followed in the arbitration. The award shall be final and binding and enforceable in any court of competent jurisdiction.

# 12.4. Independent Contractors

Each Party will be deemed to have the status of an independent contractor towards the other Party, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers.

#### 12.5. No Commitment

The Licensee understands that nothing herein requires Amer Sports Digital to proceed with any transaction or relationship or agreement. The Licensee further agree and acknowledge that Amer Sports Digital may now market or have under development products and/or services which are competitive with ideas, products and/or services now offered or which may be offered by Licensee, and that subject to the terms and conditions of this Agreement, discussions or communications between the Parties will not prevent the right of Amer Sports Digital by itself or through any third party to develop, make, use, procure and/or market products or services now or in the future which may be competitive with those developed by the Licensee under this Agreement.

#### 12.6. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision of this Agreement.

# 12.7. Severability

If any provision contained in this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision will, nevertheless, be binding and enforceable, and the Parties agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

# 12.8. Export Control

Licensee shall follow all export control laws and regulations relating to the Licensed Technology.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

# Appendix 1 – Licensed Technology

- Movesense device library for Movesense sensor (binary + header files)
- Movesense API specification (source code)
- Examples apps for Movesense (source code)
- Supporting SW tools (binary)

# APPENDIX 2 - Third party component license terms

#### A, uECC:

Copyright (c) 2014, Kenneth MacKay All rights reserved.

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

- \* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- \* 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.

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.

# B. Nordic Semiconductor Softdevice license agreement

```
* Copyright (c) Nordic Semiconductor ASA
* 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. Neither the name of Nordic Semiconductor ASA nor the names of other
   contributors to this software may be used to endorse or promote products
   derived from this software without specific prior written permission.
   4. This software must only be used in a processor manufactured by Nordic
   Semiconductor ASA, or in a processor manufactured by a third party that
   is used in combination with a processor manufactured by Nordic Semiconductor.
* 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.
```

# C. [PYTHON]

# A. HISTORY OF THE SOFTWARE

\_\_\_\_\_

Python was created in the early 1990s by Guido van Rossum at Stichting Mathematisch Centrum (CWI, see http://www.cwi.nl) in the Netherlands as a successor of a language called ABC. Guido remains Python's principal author, although it includes many contributions from others.

In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see http://www.cnri.reston.va.us) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations (now Zope Corporation, see http://www.zope.com). In 2001, the Python Software Foundation (PSF, see http://www.python.org/psf/) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

All Python releases are Open Source (see http://www.opensource.org for the Open Source Definition). Historically, most, but not all, Python releases have also been GPL-compatible; the table below summarizes the various releases.

Release	Derived from	Year	Owner	GPL- compatible? (1)		
0.9.0 thru 1.2 1.3 thru 1.5.2 1.6 2.0 1.6.1 2.1 2.0.1 2.1.1 2.1.2 2.1.3 2.2 and above	1.2 1.5.2 1.6 1.6 2.0+1.6.1 2.0+1.6.1 2.1+2.0.1 2.1.1 2.1.2 2.1.1	1991-1995 1995-1999 2000 2000 2001 2001 2001 2001 2002 2002 2002	CWI CNRI CNRI BeOpen.com CNRI PSF PSF PSF PSF PSF PSF	yes yes no no yes (2) no yes yes yes yes yes yes		

#### Footnotes:

- (1) GPL-compatible doesn't mean that we're distributing Python under the GPL. All Python licenses, unlike the GPL, let you distribute a modified version without making your changes open source. The GPL-compatible licenses make it possible to combine Python with other software that is released under the GPL; the others don't.
- (2) According to Richard Stallman, 1.6.1 is not GPL-compatible, because its license has a choice of law clause. According to CNRI, however, Stallman's lawyer has told CNRI's lawyer that 1.6.1 is "not incompatible" with the GPL.

Thanks to the many outside volunteers who have worked under Guido's direction to make these releases possible.

# B. TERMS AND CONDITIONS FOR ACCESSING OR OTHERWISE USING PYTHON

# PYTHON SOFTWARE FOUNDATION LICENSE VERSION 2

-----

- 1. This LICENSE AGREEMENT is between the Python Software Foundation ("PSF"), and the Individual or Organization ("Licensee") accessing and otherwise using this software ("Python") in source or binary form and its associated documentation.
- 2. Subject to the terms and conditions of this License Agreement, PSF hereby grants Licensee a nonexclusive, royalty-free, world-wide license to reproduce, analyze, test, perform and/or display publicly, prepare derivative works, distribute, and otherwise use Python alone or in any derivative version, provided, however, that PSF's License Agreement and PSF's notice of copyright, i.e., "Copyright (c) 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013 Python Software Foundation; All Rights Reserved" are retained in Python alone or in any derivative version prepared by Licensee.
- 3. In the event Licensee prepares a derivative work that is based on or incorporates Python or any part thereof, and wants to make the derivative work available to others as provided herein, then Licensee hereby agrees to include in any such work a brief summary of the changes made to Python.
- 4. PSF is making Python available to Licensee on an "AS IS" basis. PSF MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, PSF MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF PYTHON WILL NOT INFRINGE ANY THIRD PARTY RIGHTS.
- 5. PSF SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER USERS OF PYTHON FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS AS A RESULT OF MODIFYING, DISTRIBUTING, OR OTHERWISE USING PYTHON, OR ANY DERIVATIVE THEREOF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 6. This License Agreement will automatically terminate upon a material breach of its terms and conditions.
- 7. Nothing in this License Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between PSF and Licensee. This License Agreement does not grant permission to use PSF trademarks or trade name in a trademark sense to endorse or promote products or services of Licensee, or any third party.
- 8. By copying, installing or otherwise using Python, Licensee agrees to be bound by the terms and conditions of this License Agreement.

-----

#### BEOPEN PYTHON OPEN SOURCE LICENSE AGREEMENT VERSION 1

- 1. This LICENSE AGREEMENT is between BeOpen.com ("BeOpen"), having an office at 160 Saratoga Avenue, Santa Clara, CA 95051, and the Individual or Organization ("Licensee") accessing and otherwise using this software in source or binary form and its associated documentation ("the Software").
- 2. Subject to the terms and conditions of this BeOpen Python License Agreement, BeOpen hereby grants Licensee a non-exclusive, royalty-free, world-wide license to reproduce, analyze, test, perform and/or display publicly, prepare derivative works, distribute, and otherwise use the Software alone or in any derivative version, provided, however, that the BeOpen Python License is retained in the Software, alone or in any derivative version prepared by Licensee.
- 3. BeOpen is making the Software available to Licensee on an "AS IS"basis. BEOPEN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, BEOPEN MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY RIGHTS.
- 4. BEOPEN SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER USERS OF THE SOFTWARE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS AS A RESULT OF USING, MODIFYING OR DISTRIBUTING THE SOFTWARE, OR ANY DERIVATIVE THEREOF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 5. This License Agreement will automatically terminate upon a material breach of its terms and conditions.
- 6. This License Agreement shall be governed by and interpreted in all respects by the law of the State of California, excluding conflict of law provisions. Nothing in this License Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between BeOpen and Licensee. This License Agreement does not grant permission to use BeOpen trademarks or trade names in a trademark sense to endorse or promote products or services of Licensee, or any third party. As an exception, the "BeOpen Python" logos available at http://www.pythonlabs.com/logos.html may be used according to the permissions granted on that web page.
- 7. By copying, installing or otherwise using the software, Licensee agrees to be bound by the terms and conditions of this License Agreement.

#### **CNRI LICENSE AGREEMENT FOR PYTHON 1.6.1**

-----

1. This LICENSE AGREEMENT is between the Corporation for National Research Initiatives, having an office at 1895 Preston White Drive, Reston, VA 20191 ("CNRI"), and the Individual or Organization

("Licensee") accessing and otherwise using Python 1.6.1 software in source or binary form and its associated documentation.

- Subject to the terms and conditions of this License Agreement, CNRI hereby grants Licensee a nonexclusive, royalty-free, world-wide license to reproduce, analyze, test, perform and/or display publicly, prepare derivative works, distribute, and otherwise use Python 1.6.1 alone or in any derivative version, provided, however, that CNRI's License Agreement and CNRI's notice of copyright, i.e., "Copyright (c) 1995-2001 Corporation for National Research Initiatives; All Rights Reserved" are retained in Python 1.6.1 alone or in any derivative version prepared by Licensee. Alternately, in lieu of CNRI's License Agreement, Licensee may substitute the following text (omitting the quotes): "Python 1.6.1 is made available subject to the terms and conditions in CNRI's License Agreement. This Agreement together with Python 1.6.1 may be located on the Internet using the following unique, persistent identifier (known as a handle): 1895.22/1013. This Agreement may also be obtained from a proxy server on the Internet using the following URL: http://hdl.handle.net/1895.22/1013".
- 3. In the event Licensee prepares a derivative work that is based on or incorporates Python 1.6.1 or any part thereof, and wants to make the derivative work available to others as provided herein, then Licensee hereby agrees to include in any such work a brief summary of the changes made to Python 1.6.1.
- 4. CNRI is making Python 1.6.1 available to Licensee on an "AS IS" basis. CNRI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, CNRI MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF PYTHON 1.6.1 WILL NOT INFRINGE ANY THIRD PARTY RIGHTS.
- 5. CNRI SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER USERS OF PYTHON 1.6.1 FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS AS A RESULT OF MODIFYING, DISTRIBUTING, OR OTHERWISE USING PYTHON 1.6.1, OR ANY DERIVATIVE THEREOF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 6. This License Agreement will automatically terminate upon a material breach of its terms and conditions.
- 7. This License Agreement shall be governed by the federal intellectual property law of the United States, including without limitation the federal copyright law, and, to the extent such U.S. federal law does not apply, by the law of the Commonwealth of Virginia, excluding Virginia's conflict of law provisions.

  Notwithstanding the foregoing, with regard to derivative works based on Python 1.6.1 that incorporate non-separable material that was previously distributed under the GNU General Public License (GPL), the law of the Commonwealth of Virginia shall govern this License Agreement only as to issues arising under or with respect to Paragraphs 4, 5, and 7 of this License Agreement. Nothing in this License Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between CNRI and Licensee. This License Agreement does not grant permission to use CNRI trademarks or trade name in a trademark sense to endorse or promote products or

services of Licensee, or any third party.

8. By clicking on the "ACCEPT" button where indicated, or by copying, installing or otherwise using Python 1.6.1, Licensee agrees to be bound by the terms and conditions of this License Agreement.

ACCEPT

# CWI LICENSE AGREEMENT FOR PYTHON 0.9.0 THROUGH 1.2

-----

Copyright (c) 1991 - 1995, Stichting Mathematisch Centrum Amsterdam, The Netherlands. All rights reserved.

Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of Stichting Mathematisch Centrum or CWI not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission.

STICHTING MATHEMATISCH CENTRUM DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL STICHTING MATHEMATISCH CENTRUM BE LIABLE FOR 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.

Additional Conditions for this Windows binary build

-----

This program is linked with and uses Microsoft Distributable Code, copyrighted by Microsoft Corporation. The Microsoft Distributable Code includes the following files:

msvcr90.dll msvcp90.dll msvcm90.dll

If you further distribute programs that include the Microsoft Distributable Code, you must comply with the restrictions on distribution specified by Microsoft. In particular, you must require distributors and external end users to agree to terms that protect the Microsoft Distributable Code at least as much as Microsoft's own requirements for the Distributable Code. See Microsoft's documentation (included in its developer tools and on its website at microsoft.com) for specific details.

Redistribution of the Windows binary build of the Python interpreter complies with this agreement, provided that you do not:

- alter any copyright, trademark or patent notice in Microsoft's 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 Microsoft's Distributable Code to run on a platform other than Microsoft operating systems, run-time technologies or application platforms; or
- include Microsoft Distributable Code in malicious, deceptive or unlawful programs.

These restrictions apply only to the Microsoft Distributable Code as defined above, not to Python itself or any programs running on the Python interpreter. The redistribution of the Python interpreter and libraries is governed by the Python Software License included with this file, or by other licenses as marked.

This copy of Python	includes a cop	y of bzip2,	which is	licensed	under the	following	terms:

This program, "bzip2", the associated library "libbzip2", and all documentation, are copyright (C) 1996-2010 Julian R Seward. 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. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
- 3. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
- 4. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR "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 BE LIABLE FOR ANY DIRECT, 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.

Julian Seward, jseward@bzip.org bzip2/libbzip2 version 1.0.6 of 6 September 2010

\_\_\_\_\_

This copy of Python includes a copy of Berkeley DB, which is licensed under the following terms:

The following is the license that applies to this copy of the Berkeley DB software. For a license to use the Berkeley DB software under conditions other than those described here, or to purchase support for this software, please contact Oracle at berkeleydb-info\_us@oracle.com.

/\*

\* Copyright (c) 1990,2008 Oracle. 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. Redistributions in any form must be accompanied by information on
- \* how to obtain complete source code for the DB software and any
- \* accompanying software that uses the DB software. The source code
- \* must either be included in the distribution or be available for no
- \* more than the cost of distribution plus a nominal fee, and must be
- \* freely redistributable under reasonable conditions. For an
- \* executable file, complete source code means the source code for all
- \* modules it contains. It does not include source code for modules or
- \* files that typically accompany the major components of the operating
- \* system on which the executable file runs.

\*

- \* THIS SOFTWARE IS PROVIDED BY ORACLE ``AS IS" AND ANY EXPRESS OR
- \* IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED
- \* WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR
- \* NON-INFRINGEMENT, ARE DISCLAIMED. IN NO EVENT SHALL ORACLE 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.

\*/ /\*

- \* Copyright (c) 1990, 1993, 1994, 1995
- \* The Regents of the University of California. 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. Neither the name of the University 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 REGENTS 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 REGENTS 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.

\*/ \*

- \* Copyright (c) 1995, 1996
- \* The President and Fellows of Harvard University. 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. Neither the name of the University 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 HARVARD AND ITS 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 HARVARD 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.

=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=

- \* ASM: a very small and fast Java bytecode manipulation framework
- \* Copyright (c) 2000-2005 INRIA, France Telecom
- \* 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. Neither the name of the copyright holders 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 OWNER 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.

This copy of Python includes a copy of openssl, which is licensed under the following terms:

# LICENSE ISSUES

The OpenSSL toolkit stavs under a dual license, i.e. both the conditions of the OpenSSL License and the original SSLeay license apply to the toolkit. See below for the actual license texts. Actually both licenses are BSD-style Open Source licenses. In case of any license issues related to OpenSSL please contact openssl-core@openssl.org.

# OpenSSL License

-----

/\*

\_\_\_\_\_

- \* Copyright (c) 1998-2011 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.

.

- \* 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.]

\*/

This copy of Python includes a copy of Tcl, which is licensed under the following terms:

This software is copyrighted by the Regents of the University of California, Sun Microsystems, Inc., Scriptics Corporation, ActiveState Corporation and other parties. The following terms apply to all files associated with the software unless explicitly disclaimed in individual files.

The authors hereby grant permission to use, copy, modify, distribute, and license this software and its documentation for any purpose, provided that existing copyright notices are retained in all copies and that this notice is included verbatim in any distributions. No written agreement, license, or royalty fee is required for any of the authorized uses. Modifications to this software may be copyrighted by their authors and need not follow the licensing terms described here, provided that the new terms are clearly indicated on the first page of each file where they apply.

IN NO EVENT SHALL THE AUTHORS OR DISTRIBUTORS BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS SOFTWARE, ITS DOCUMENTATION, OR ANY DERIVATIVES THEREOF, EVEN IF THE AUTHORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE AUTHORS AND DISTRIBUTORS SPECIFICALLY DISCLAIM ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND THE AUTHORS AND DISTRIBUTORS HAVE NO OBLIGATION TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

GOVERNMENT USE: If you are acquiring this software on behalf of the U.S. government, the Government shall have only "Restricted Rights" in the software and related documentation as defined in the Federal Acquisition Regulations (FARs) in Clause 52.227.19 (c) (2). If you are acquiring the software on behalf of the Department of Defense, the software shall be classified as "Commercial Computer Software" and the Government shall have only "Restricted Rights" as defined in Clause 252.227-7013 (c) (1) of DFARs. Notwithstanding the foregoing, the authors grant the U.S. Government and others acting in its behalf permission to use and distribute the software in accordance with the terms specified in this license.

This copy of Python includes a copy of Tk, which is licensed under the following terms:

This software is copyrighted by the Regents of the University of

California, Sun Microsystems, Inc., and other parties. The following terms apply to all files associated with the software unless explicitly disclaimed in individual files.

The authors hereby grant permission to use, copy, modify, distribute, and license this software and its documentation for any purpose, provided that existing copyright notices are retained in all copies and that this notice is included verbatim in any distributions. No written agreement, license, or royalty fee is required for any of the authorized uses. Modifications to this software may be copyrighted by their authors and need not follow the licensing terms described here, provided that the new terms are clearly indicated on the first page of each file where they apply.

IN NO EVENT SHALL THE AUTHORS OR DISTRIBUTORS BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS SOFTWARE, ITS DOCUMENTATION, OR ANY DERIVATIVES THEREOF, EVEN IF THE AUTHORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE AUTHORS AND DISTRIBUTORS SPECIFICALLY DISCLAIM ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND THE AUTHORS AND DISTRIBUTORS HAVE NO OBLIGATION TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

GOVERNMENT USE: If you are acquiring this software on behalf of the U.S. government, the Government shall have only "Restricted Rights" in the software and related documentation as defined in the Federal Acquisition Regulations (FARs) in Clause 52.227.19 (c) (2). If you are acquiring the software on behalf of the Department of Defense, the software shall be classified as "Commercial Computer Software" and the Government shall have only "Restricted Rights" as defined in Clause 252.227-7013 (c) (1) of DFARs. Notwithstanding the foregoing, the authors grant the U.S. Government and others acting in its behalf permission to use and distribute the software in accordance with the terms specified in this license.

This copy of Python includes a copy of Tix, which is licensed under the following terms:

Copyright (c) 1993-1999 loi Kim Lam. Copyright (c) 2000-2001 Tix Project Group. Copyright (c) 2004 ActiveState

This software is copyrighted by the above entities and other parties. The following terms apply to all files associated with the software unless explicitly disclaimed in individual files.

The authors hereby grant permission to use, copy, modify, distribute, and license this software and its documentation for any purpose, provided that existing copyright notices are retained in all copies and that this notice is included verbatim in any distributions. No written agreement, license, or royalty fee is required for any of the authorized uses. Modifications to this software may be copyrighted by their authors and need not follow the licensing terms described here, provided that

the new terms are clearly indicated on the first page of each file where they apply.

IN NO EVENT SHALL THE AUTHORS OR DISTRIBUTORS BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS SOFTWARE, ITS DOCUMENTATION, OR ANY DERIVATIVES THEREOF, EVEN IF THE AUTHORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE AUTHORS AND DISTRIBUTORS SPECIFICALLY DISCLAIM ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND THE AUTHORS AND DISTRIBUTORS HAVE NO OBLIGATION TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

GOVERNMENT USE: If you are acquiring this software on behalf of the U.S. government, the Government shall have only "Restricted Rights" in the software and related documentation as defined in the Federal Acquisition Regulations (FARs) in Clause 52.227.19 (c) (2). If you are acquiring the software on behalf of the Department of Defense, the software shall be classified as "Commercial Computer Software" and the Government shall have only "Restricted Rights" as defined in Clause 252.227-7013 (c) (1) of DFARs. Notwithstanding the foregoing, the authors grant the U.S. Government and others acting in its behalf permission to use and distribute the software in accordance with the terms specified in this license.

.....

Parts of this software are based on the Tcl/Tk software copyrighted by the Regents of the University of California, Sun Microsystems, Inc., and other parties. The original license terms of the Tcl/Tk software distribution is included in the file docs/license.tcltk.

Parts of this software are based on the HTML Library software copyrighted by Sun Microsystems, Inc. The original license terms of the HTML Library software distribution is included in the file docs/license.html lib.

#### D. FREERTOS

/\*

FreeRTOS V8.1.2 - Copyright (C) 2014 Real Time Engineers Ltd.

This file is part of the FreeRTOS distribution.

FreeRTOS is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License (version 2) as published by the Free Software Foundation AND MODIFIED BY the FreeRTOS exception.

\*\*\*NOTE\*\*\* The exception to the GPL is included to allow you to distribute a combined work that includes FreeRTOS without being obliged to provide the source code for proprietary components outside of the FreeRTOS kernel. FreeRTOS is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details. You should have received a copy of the GNU General Public License and the FreeRTOS license exception along with FreeRTOS; if not it can be viewed here: http://www.freertos.org/a00114.html and also obtained by writing to Richard Barry, contact details for whom are available on the FreeRTOS WEB site.

1 tab == 4 spaces!

http://www.FreeRTOS.org - Documentation, latest information, license and contact details.

http://www.SafeRTOS.com - A version that is certified for use in safety critical systems.

http://www.OpenRTOS.com - Commercial support, development, porting, licensing and training services.

\*/



The FreeRTOS open source license covers the FreeRTOS source files, which are located in the /FreeRTOS/Source directory of the official FreeRTOS download. It also covers most of the source files in the demo application projects, which are located in the /FreeRTOS/Demo directory of the official FreeRTOS download. The demo projects may also include third party software that is not part of FreeRTOS and is licensed separately to FreeRTOS. Examples of third party software includes header files provided by chip or tools vendors, linker scripts, peripheral drivers, etc. All the software in subdirectories of the /FreeRTOS directory is either open source or distributed with permission, and is free for use. For the avoidance of doubt, refer to the comments at the top of each source file.

The FreeRTOS GPL Exception text on this page applies to FreeRTOS V8.2.3 up to the latest version. The FreeRTOS GPL exception text that applies to versions prior to V8.2.3 is very similar, and can be found in the relevant FreeRTOS distribution packages.

-----

NOTE: The modification to the GPL is included to allow you to distribute a

combined work that includes FreeRTOS without being obliged to provide the source code for proprietary components.

-----

The FreeRTOS GPL exception text follows:

#### Clause 1:

Linking FreeRTOS with other modules is making a combined work based on FreeRTOS. Thus, the terms and conditions of the GNU General Public License V2 cover the whole combination.

As a special exception, the copyright holders of FreeRTOS give you permission to link FreeRTOS with independent modules to produce a statically linked executable, regardless of the license terms of these independent modules, and to copy and distribute the resulting executable under terms of your choice, provided that you also meet, for each linked independent module, the terms and conditions of the license of that module. An independent module is a module which is not derived from or based on FreeRTOS.

#### Clause 2:

FreeRTOS may not be used for any competitive or comparative purpose, including the publication of any form of run time or compile time metric, without the express permission of Real Time Engineers Ltd. (this is the norm within the industry and is intended to ensure information accuracy).

The standard GPL V2 text:

# GNU GENERAL PUBLIC LICENSE Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.
59 Temple Place, Suite 330, Boston, MA 02111-1307 USA
Everyone is permitted to copy and distribute verbatim copies
of this license document, but changing it is not allowed.

#### Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

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

**GNU GENERAL PUBLIC LICENSE** 

#### TERMS AND CONDITIONS FOR COPYING. DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
  - a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
  - b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
  - c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the

entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
  - a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
  - b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
  - c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

- 4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by

modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free

Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

#### **NO WARRANTY**

- 11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- 12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# **END OF TERMS AND CONDITIONS**

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>
Copyright (C) <year> <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License\*\* as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software

Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

Gnomovision version 69, Copyright (C) year name of author Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'. This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w' and `show c'; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program `Gnomovision' (which makes passes at compilers) written by James Hacker.

<signature of Ty Coon>, 1 April 1989 Ty Coon, President of Vice

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Library General Public License instead of this License.