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# Contents

Attribution List.....	1
Overview .....	49
Acrobat Reader 4.0 .....	53
Adobe Reader and Runtime Software.....	57
ANTIXSS.JAR.....	70
Apache POI.....	71
Apache Software License Version 1.1 .....	72
Apache Software License Version 2.0 .....	73
Athena License.....	77
Binary Code License Agreement .....	78
Boost Software License Version 1.0.....	79
com.oreilly.servlet License .....	80
CeCILL-C Free Software License Agreement.....	81
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ComponentOne, LLC (“C1”) Software .....	94
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CryptoSys API Server Version .....	109
Crystal Reports.....	111
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JBOSS Teiid.....	174
Jigsaw License .....	175
JLFGR License .....	176
Khronos - OpenGL.....	177
LIBARCHIVE License .....	178
Libgeotiff License .....	179
MainFrame License.....	180
MapServer License .....	181
Mesa 3-D graphics library.....	182

Microsoft .NET Framework .....	183
Microsoft Permissive License (Ms-PL) .....	184
The MIT License .....	185
Mozilla Public License 1.1 .....	186
MPICH License .....	195
MUMPS .....	196
NVIDIA CUDA Toolkit .....	197
NVIDIA SDK .....	204
ojAlgo License .....	205
OpenGL License .....	206
The OpenGL Extension Wrangler Library .....	207
OpenLDAP .....	208
Open Inventor .....	210
Open Motif .....	215
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Oracle Instant Client .....	226
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panoramiXext.h,v License .....	235
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Python License .....	238
Qwt License, Version 1.0, January 1, 2003 .....	242
StackTrace .....	243
Stalkwalker .....	244
Sun Berkeley License .....	245
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Sun J2EE Version 1.3.1 Binary Code License .....	254
Sun JavaBeans Activation Framework 1.1 License for non-distributables .....	255
Sun Java Transaction API 1.0 1B Binary Code License .....	256
Sun XML Sample License .....	257
Telerik End User License Agreement for RadControls for Silverlight .....	258
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The Q Public License Version 1.0 .....	270
Tiff License .....	272
UCMIN .....	273
Ultimate Toolbox 8.0 For MFC .....	274
W3C IPR Software Notice .....	279
wxWindows Library License .....	281
XHP License .....	282
Xiph License .....	283
XmWIDGETS License .....	284
xvertex License .....	285

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- [“MUMPS” on page 196](#)
- [“NVIDIA CUDA Toolkit” on page 197](#)
- [“NVIDIA SDK” on page 204](#)
- [“ojAlgo License” on page 205](#)
- [“OpenGL License” on page 206](#)
- [“The OpenGL Extension Wrangler Library” on page 207](#)
- [“OpenLDAP” on page 208](#)
- [“Open Source Initiative OSI-Common Development and Distribution License \(CDDL\)” on page 219](#)
- [“Oracle Instant Client” on page 226](#)
- [“Oswego.util.concurrent License” on page 233](#)
- [“ORG\\_JAVASEIS License” on page 234](#)
- [“panoramiXext.h,v License” on page 235](#)
- [“PostgreSQL-BSD” on page 236](#)
- [“Python License” on page 238](#)
- [“Sun Berkeley License” on page 245](#)
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- [“Sun JavaBeans Activation Framework 1.1 License for non-distributables” on page 255](#)
- [“Sun Java Transaction API 1.0 1B Binary Code License” on page 256](#)
- [“Sun XML Sample License” on page 257](#)

- [“Telerik End User License Agreement for RadControls for Silverlight” on page 258](#)
- [“The Artistic License” on page 266](#)
- [“The H2 License, Version 1.0” on page 269](#)
- [“The Q Public License Version 1.0” on page 270](#)
- [“Tiff License” on page 272](#)
- [“UCMIN” on page 273](#)
- [“Ultimate Toolbox 8.0 For MFC” on page 274](#)
- [“W3C IPR Software Notice” on page 279](#)
- [“wxWindows Library License” on page 281](#)
- [“XHP License” on page 282](#)
- [“Xiph License” on page 283](#)
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## Acrobat Reader 4.0

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# Adobe Reader and Runtime Software

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This Agreement is a Free Software license agreement that is the result of discussions between its authors in order to ensure compliance with the two main principles guiding its drafting:

- \* firstly, compliance with the principles governing the distribution of Free Software: access to source code, broad rights granted to users,
- \* secondly, the election of a governing law, French law, with which it is conformant, both as regards the law of torts and intellectual property law, and the protection that it offers to both authors and holders of the economic rights over software.

The authors of the CeCILL-C (for Ce[a] C[nrs] I[nria] L[ogiciel] L[ibre]) license are:

Commissariat à l'Energie Atomique - CEA, a public scientific, technical and industrial research establishment, having its principal place of business at 25 rue Leblanc, immeuble Le Ponant D, 75015 Paris, France.

Centre National de la Recherche Scientifique - CNRS, a public scientific and technological establishment, having its principal place of business at 3 rue Michel-Ange, 75794 Paris cedex 16, France.

Institut National de Recherche en Informatique et en Automatique - INRIA, a public scientific and technological establishment, having its principal place of business at Domaine de Voluceau, Rocquencourt, BP 105, 78153 Le Chesnay cedex, France.

### Preamble

The purpose of this Free Software license agreement is to grant users the right to modify and re-use the software governed by this license.

The exercising of this right is conditional upon the obligation to make available to the community the modifications made to the source code of the software so as to contribute to its evolution.

In consideration of access to the source code and the rights to copy, modify and redistribute granted by the license, users are provided only with a limited warranty and the software's author, the holder of the economic rights, and the successive licensors only have limited liability.

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This Agreement may apply to any or all software for which the holder of the economic rights decides to submit the use thereof to its provisions.

## Article 1 - DEFINITIONS

For the purpose of this Agreement, when the following expressions commence with a capital letter, they shall have the following meaning:

**Agreement:** means this license agreement, and its possible subsequent versions and annexes.

**Software:** means the software in its Object Code and/or Source Code form and, where applicable, its documentation, "as is" when the Licensee accepts the Agreement.

**Initial Software:** means the Software in its Source Code and possibly its Object Code form and, where applicable, its documentation, "as is" when it is first distributed under the terms and conditions of the Agreement.

**Modified Software:** means the Software modified by at least one Integrated Contribution.

**Source Code:** means all the Software's instructions and program lines to which access is required so as to modify the Software.

**Object Code:** means the binary files originating from the compilation of the Source Code.

**Holder:** means the holder(s) of the economic rights over the Initial Software.

**Licensee:** means the Software user(s) having accepted the Agreement.

**Contributor:** means a Licensee having made at least one Integrated Contribution.

**Licensor:** means the Holder, or any other individual or legal entity, who distributes the Software under the Agreement.

**Integrated Contribution:** means any or all modifications, corrections, translations, adaptations and/or new functions integrated into the Source Code by any or all Contributors.

**Related Module:** means a set of sources files including their documentation that, without modification to the Source Code, enables supplementary functions or services in addition to those offered by the Software.



Derivative Software: means any combination of the Software, modified or not, and of a Related Module.

Parties: mean both the Licensee and the Licensor.

These expressions may be used both in singular and plural form.

## Article 2 - PURPOSE

The purpose of the Agreement is the grant by the Licensor to the Licensee of a non-exclusive, transferable and worldwide license for the Software as set forth in Article 5 hereinafter for the whole term of the protection granted by the rights over said Software.

## Article 3 - ACCEPTANCE

3.1 The Licensee shall be deemed as having accepted the terms and conditions of this Agreement upon the occurrence of the first of the following events:

- \* (i) loading the Software by any or all means, notably, by downloading from a remote server, or by loading from a physical medium;
- \* (ii) the first time the Licensee exercises any of the rights granted hereunder.

3.2 One copy of the Agreement, containing a notice relating to the characteristics of the Software, to the limited warranty, and to the fact that its use is restricted to experienced users has been provided to the Licensee prior to its acceptance as set forth in Article 3.1 hereinabove, and the Licensee hereby acknowledges that it has read and understood it.

## Article 4 - EFFECTIVE DATE AND TERM

### 4.1 EFFECTIVE DATE

The Agreement shall become effective on the date when it is accepted by the Licensee as set forth in Article 3.1.

### 4.2 TERM

The Agreement shall remain in force for the entire legal term of protection of the economic rights over the Software.

## Article 5 - SCOPE OF RIGHTS GRANTED

The Licensor hereby grants to the Licensee, who accepts, the following rights over the Software for any or all use, and for the term of the Agreement, on the basis of the terms and conditions set forth hereinafter.

Besides, if the Licensor owns or comes to own one or more patents protecting all or part of the functions of the Software or of its components, the Licensor undertakes not to enforce the rights granted by these patents against successive Licensees using, exploiting or modifying the Software. If these patents are transferred, the Licensor undertakes to have the transferees subscribe to the obligations set forth in this paragraph.

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The Licensee is authorized to make any or all modification to the Software provided that it includes an explicit notice that it is the author of said modification and indicates the date of the creation thereof.

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The Licensee is further authorized to distribute copies of the modified or unmodified Software to third parties according to the terms and conditions set forth hereinafter.

### 5.3.1 DISTRIBUTION OF SOFTWARE WITHOUT MODIFICATION

The Licensee is authorized to distribute true copies of the Software in Source Code or Object Code form, provided that said distribution complies with all the provisions of the Agreement and is accompanied by:

1. a copy of the Agreement,
2. a notice relating to the limitation of both the Licensor's warranty and liability as set forth in Articles 8 and 9,

and that, in the event that only the Object Code of the Software is redistributed, the Licensee allows effective access to the full Source Code of the Software at a minimum during the entire period of its distribution of the Software, it being understood that the additional cost of acquiring the Source Code shall not exceed the cost of transferring the data.

### 5.3.2 DISTRIBUTION OF MODIFIED SOFTWARE

When the Licensee makes an Integrated Contribution to the Software, the terms and conditions for the distribution of the resulting Modified Software become subject to all the provisions of this Agreement.

The Licensee is authorized to distribute the Modified Software, in source code or object code form, provided that said distribution complies with all the provisions of the Agreement and is accompanied by:

1. a copy of the Agreement,
2. a notice relating to the limitation of both the Licensor's warranty and liability as set forth in Articles 8 and 9,

and that, in the event that only the object code of the Modified Software is redistributed, the Licensee allows effective access to the full source code of the Modified Software at a minimum during the entire period of its distribution of the Modified Software, it being understood that the additional cost of acquiring the source code shall not exceed the cost of transferring the data.

### 5.3.3 DISTRIBUTION OF DERIVATIVE SOFTWARE

When the Licensee creates Derivative Software, this Derivative Software may be distributed under a license agreement other than this

Agreement, subject to compliance with the requirement to include a notice concerning the rights over the Software as defined in Article 6.4. In the event the creation of the Derivative Software required modification of the Source Code, the Licensee undertakes that:

1. the resulting Modified Software will be governed by this Agreement,
2. the Integrated Contributions in the resulting Modified Software will be clearly identified and documented,
3. the Licensee will allow effective access to the source code of the Modified Software, at a minimum during the entire period of distribution of the Derivative Software, such that such modifications may be carried over in a subsequent version of the Software; it being understood that the additional cost of purchasing the source code of the Modified Software shall not exceed the cost of transferring the data.

#### 5.3.4 COMPATIBILITY WITH THE CeCILL LICENSE

When a Modified Software contains an Integrated Contribution subject to the CeCILL license agreement, or when a Derivative Software contains a Related Module subject to the CeCILL license agreement, the provisions set forth in the third item of Article 6.4 are optional.

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## Article 6 - INTELLECTUAL PROPERTY

### 6.1 OVER THE INITIAL SOFTWARE

The Holder owns the economic rights over the Initial Software. Any or all use of the Initial Software is subject to compliance with the terms and conditions under which the Holder has elected to distribute its work and no one shall be entitled to modify the terms and conditions for the distribution of said Initial Software.

The Holder undertakes that the Initial Software will remain ruled at least by this Agreement, for the duration set forth in Article 4.2.

### 6.2 OVER THE INTEGRATED CONTRIBUTIONS

The Licensee who develops an Integrated Contribution is the owner of the intellectual property rights over this Contribution as defined by applicable law.

### 6.3 OVER THE RELATED MODULES

The Licensee who develops a Related Module is the owner of the intellectual property rights over this Related Module as defined by applicable law and is free to choose the type of agreement that shall govern its distribution under the conditions defined in Article 5.3.3.

### 6.4 NOTICE OF RIGHTS

The Licensee expressly undertakes:

1. not to remove, or modify, in any manner, the intellectual property notices attached to the Software;
2. to reproduce said notices, in an identical manner, in the copies of the Software modified or not;
3. to ensure that use of the Software, its intellectual property notices and the fact that it is governed by the Agreement is indicated in a text that is easily accessible, specifically from the interface of any Derivative Software.

The Licensee undertakes not to directly or indirectly infringe the intellectual property rights of the Holder and/or Contributors on the Software and to take, where applicable, vis-à-vis its staff, any and all measures required to ensure respect of said intellectual property rights of the Holder and/or Contributors.

## Article 7 - RELATED SERVICES

7.1 Under no circumstances shall the Agreement oblige the Licensor to provide technical assistance or maintenance services for the Software.

However, the Licensor is entitled to offer this type of services. The terms and conditions of such technical assistance, and/or such

maintenance, shall be set forth in a separate instrument. Only the Licensor offering said maintenance and/or technical assistance services shall incur liability therefor.

7.2 Similarly, any Licensor is entitled to offer to its licensees, under its sole responsibility, a warranty, that shall only be binding upon itself, for the redistribution of the Software and/or the Modified Software, under terms and conditions that it is free to decide. Said warranty, and the financial terms and conditions of its application, shall be subject of a separate instrument executed between the Licensor and the Licensee.

#### Article 8 - LIABILITY

8.1 Subject to the provisions of Article 8.2, the Licensee shall be entitled to claim compensation for any direct loss it may have suffered from the Software as a result of a fault on the part of the relevant Licensor, subject to providing evidence thereof.

8.2 The Licensor's liability is limited to the commitments made under this Agreement and shall not be incurred as a result of in particular: (i) loss due the Licensee's total or partial failure to fulfill its obligations, (ii) direct or consequential loss that is suffered by the Licensee due to the use or performance of the Software, and (iii) more generally, any consequential loss. In particular the Parties expressly agree that any or all pecuniary or business loss (i.e. loss of data, loss of profits, operating loss, loss of customers or orders, opportunity cost, any disturbance to business activities) or any or all legal proceedings instituted against the Licensee by a third party, shall constitute consequential loss and shall not provide entitlement to any or all compensation from the Licensor.

#### Article 9 - WARRANTY

9.1 The Licensee acknowledges that the scientific and technical state-of-the-art when the Software was distributed did not enable all possible uses to be tested and verified, nor for the presence of possible defects to be detected. In this respect, the Licensee's attention has been drawn to the risks associated with loading, using, modifying and/or developing and reproducing the Software which are reserved for experienced users.

The Licensee shall be responsible for verifying, by any or all means, the suitability of the product for its requirements, its good working order, and for ensuring that it shall not cause damage to either persons or properties.

9.2 The Licensor hereby represents, in good faith, that it is entitled to grant all the rights over the Software (including in particular the rights set forth in Article 5).

9.3 The Licensee acknowledges that the Software is supplied "as is" by the Licensor without any other express or tacit warranty, other than that provided for in Article 9.2 and, in particular, without any warranty as to its commercial value, its secured, safe, innovative or relevant

nature.

Specifically, the Licensor does not warrant that the Software is free from any error, that it will operate without interruption, that it will be compatible with the Licensee's own equipment and software configuration, nor that it will meet the Licensee's requirements.

9.4 The Licensor does not either expressly or tacitly warrant that the Software does not infringe any third party intellectual property right relating to a patent, software or any other property right. Therefore, the Licensor disclaims any and all liability towards the Licensee arising out of any or all proceedings for infringement that may be instituted in respect of the use, modification and redistribution of the Software. Nevertheless, should such proceedings be instituted against the Licensee, the Licensor shall provide it with technical and legal assistance for its defense. Such technical and legal assistance shall be decided on a case-by-case basis between the relevant Licensor and the Licensee pursuant to a memorandum of understanding. The Licensor disclaims any and all liability as regards the Licensee's use of the name of the Software. No warranty is given as regards the existence of prior rights over the name of the Software or as regards the existence of a trademark.

#### Article 10 - TERMINATION

10.1 In the event of a breach by the Licensee of its obligations hereunder, the Licensor may automatically terminate this Agreement thirty (30) days after notice has been sent to the Licensee and has remained ineffective.

10.2 A Licensee whose Agreement is terminated shall no longer be authorized to use, modify or distribute the Software. However, any licenses that it may have granted prior to termination of the Agreement shall remain valid subject to their having been granted in compliance with the terms and conditions hereof.

#### Article 11 - MISCELLANEOUS

##### 11.1 EXCUSABLE EVENTS

Neither Party shall be liable for any or all delay, or failure to perform the Agreement, that may be attributable to an event of force majeure, an act of God or an outside cause, such as defective functioning or interruptions of the electricity or telecommunications networks, network paralysis following a virus attack, intervention by government authorities, natural disasters, water damage, earthquakes, fire, explosions, strikes and labor unrest, war, etc.

11.2 Any failure by either Party, on one or more occasions, to invoke one or more of the provisions hereof, shall under no circumstances be interpreted as being a waiver by the interested Party of its right to invoke said provision(s) subsequently.

11.3 The Agreement cancels and replaces any or all previous agreements, whether written or oral, between the Parties and having the same purpose, and constitutes the entirety of the agreement between said Parties concerning said purpose. No supplement or modification to the terms and conditions hereof shall be effective as between the Parties unless it is made in writing and signed by their duly authorized representatives.

11.4 In the event that one or more of the provisions hereof were to conflict with a current or future applicable act or legislative text, said act or legislative text shall prevail, and the Parties shall make the necessary amendments so as to comply with said act or legislative text. All other provisions shall remain effective. Similarly, invalidity of a provision of the Agreement, for any reason whatsoever, shall not cause the Agreement as a whole to be invalid.

#### 11.5 LANGUAGE

The Agreement is drafted in both French and English and both versions are deemed authentic.

#### Article 12 - NEW VERSIONS OF THE AGREEMENT

12.1 Any person is authorized to duplicate and distribute copies of this Agreement.

12.2 So as to ensure coherence, the wording of this Agreement is protected and may only be modified by the authors of the License, who reserve the right to periodically publish updates or new versions of the Agreement, each with a separate number. These subsequent versions may address new issues encountered by Free Software.

12.3 Any Software distributed under a given version of the Agreement may only be subsequently distributed under the same version of the Agreement or a subsequent version.

#### Article 13 - GOVERNING LAW AND JURISDICTION

13.1 The Agreement is governed by French law. The Parties agree to endeavor to seek an amicable solution to any disagreements or disputes that may arise during the performance of the Agreement.

13.2 Failing an amicable solution within two (2) months as from their occurrence, and unless emergency proceedings are necessary, the disagreements or disputes shall be referred to the Paris Courts having jurisdiction, by the more diligent Party.

Version 1.0 dated 2006-09-05.



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# Common Public License Version 1.0

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THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

## 1. DEFINITIONS

"Contribution" means:

- a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
- b) in the case of each subsequent Contributor:

- i) changes to the Program, and
- ii) additions to the Program;

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"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

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- i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

- ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
  - iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
  - iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.
- When the Program is made available in source code form:
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Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

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For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

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EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), 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 OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

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## ComponentOne, LLC (“C1”) Software

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### END-USER LICENSE AGREEMENT FOR COMPONENTONE SOFTWARE

**IMPORTANT-READ CAREFULLY:** This End User License Agreement (this "EULA") contains the terms and conditions that govern your use of the SOFTWARE (as defined below) and imposes material limitations to your rights. You should read this EULA carefully and treat it as valuable property.

#### **I. THIS EULA.**

**Software Covered by this EULA.** This EULA governs your use of the ComponentOne, LLC ("C1") software product(s) enclosed or otherwise accompanied herewith (individually and collectively, the "SOFTWARE"). The term "SOFTWARE" includes, to the extent provided by C1: 1) any revisions, updates and/or upgrades thereto; 2) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; 3) anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE; and 4) any associated media, documentation (including physical, electronic and online) and printed materials (the "Documentation").

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**This EULA is a Legally Binding Agreement Between You and C1.** If you are acting as an agent of a company or another legal person, such as an officer or other employee acting for your employer, then "you" and "your" mean your principal, the entity or other legal person for whom you are acting. However, importantly, even if you are acting as an agent for another, you may still be personally liable for violation of federal and State laws, such as copyright infringement.

By signifying your acceptance of the terms of this EULA, you intend to be, and hereby are, legally bound to this EULA to the same extent as if C1 and you physically signed this EULA. By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by all the terms and conditions of this EULA. If you do not agree to all of such terms and conditions, **you may not install or use the SOFTWARE**. If you do not agree with any of the terms herewith and, for whatever reason, installation has begun or has been completed, you should cancel installation or un-install the SOFTWARE, as the case may be.

Furthermore, you should promptly return the SOFTWARE to the place of business from which you obtained it in accordance with any return policies of such place of business. Return policies may vary among resellers; therefore you must comply with the return policies of your supplier as you agreed at the point of purchase. If the place of business from which you purchased the SOFTWARE does not honor a full refund for a period of thirty (30) days from the date of purchase, you may then return the SOFTWARE directly to C1 for a refund provided that such returns is authorized within the same thirty (30) day time period. To return the product directly to C1, you must first obtain a Return Authorization Number by contacting C1, and you must forward to C1 all items purchased, including the proof of purchase. The return must be

postage-prepaid, and post-marked within thirty (30) days from the proof of purchase, time being of the essence. The return option to C1 is only available to the original purchaser of an unopened factory packaged item.

## **II. YOUR LICENSE TO DEVELOP AND TO DISTRIBUTE.**

As provided in more detail below, this EULA grants you two licenses: 1) a license to use the SOFTWARE to develop other software products (the "**Development License**"); and 2) a license to use and/or distribute the Developed Software (the "**Distribution License**"). These licenses (including the Source Code license described below, individually and collectively, the "**Licenses**") are explained and defined in more detail below.

**Definitions.** The following terms have the respective meanings as used in this EULA:

**"Network Server"** means a computer with one or more computer central processing units (CPU's) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet.

**"Web Server"** means a type of Network Server that serves other computers which, are specifically connected to it through either an intranet or the Internet.

**"Developed Software"** means those computer software products that are developed by or through the use of the SOFTWARE.

**"Developed Web Server Software"** means those Developed Software products that reside logically or physically on at least one Web Server and are operated (meaning the computer software instruction set is carried out) by the Web Server's central processing unit(s) (CPU).

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# CryptoSys API Server Version

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## Mesa 3-D graphics library

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**Version: 7.0**

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[1] P. R. Amestoy, I. S. Duff, J. Koster and J.-Y. L'Excellent, A fully asynchronous multifrontal solver using distributed dynamic scheduling, SIAM Journal of Matrix Analysis and Applications, Vol 23, No 1, pp 15-41 (2001).

[2] P. R. Amestoy and A. Guermouche and J.-Y. L'Excellent and S. Pralet, Hybrid scheduling for the parallel solution of linear systems. Parallel Computing Vol 32 (2), pp 136-156 (2006).

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# Ultimate Toolbox 8.0 For MFC

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