FREE DOWNLOAD COMPONENTS/THIRD PARTY TERMS AND CONDITIONS

PROGRAM: SQL Anywhere® v. 17.x

The Program contains open source and other free download components as identified below. Third party license terms and other third party-required notices are provided below.

Adobe Systems Incorporated

Component: Corelib

Adobe Systems Incorporated(r) Source Code License Agreement Copyright(c) 2005 Adobe Systems Incorporated. All rights reserved.

Please read this Source Code License Agreement carefully before using the source code.

Adobe Systems Incorporated grants to you a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license, to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute this source code and such derivative works in source or object code form without any attribution requirements.

The name "Adobe Systems Incorporated" must not be used to endorse or promote products derived from the source code without prior written permission.

You agree to indemnify, hold harmless and defend Adobe Systems Incorporated from and against any loss, damage, claims or lawsuits, including attorney's fees that arise or result from your use or distribution of the source code.

THIS SOURCE CODE IS PROVIDED "AS IS" AND "WITH ALL FAULTS", WITHOUT ANY TECHNICAL SUPPORT OR ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT, TITLE OR QUIET ENJOYMENT. IN NO EVENT SHALL MACROMEDIA OR ITS SUPPLIERS 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 SOURCE CODE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Aladdin Enterprises

Component: MD5

Copyright (C) 1999, 2000, 2002 Aladdin Enterprises. All rights reserved.

This software is provided 'as-is', without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software.

Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

- 1. 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.
- 2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
- 3. This notice may not be removed or altered from any source distribution. L. Peter Deutsch (ghost@aladdin.com)

Apache Software Foundation

Components: Xerces XML Parser

Copyright© 1999-2003 The Apache Software Foundation. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (i) redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer; (ii) 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; (iii) the end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by the Apache Software Foundation (http://www.apache.org/)." Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear; (iv) the names "Apache,"" "Apache Software Foundation" and the names of the components identified above must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org; and (v) products derived from this software may not be called "Apache," nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation. THIS SOFTWARE IS PROVIDED "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 APACHE SOFTWARE FOUNDATION 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.

Apache Software Foundation

Components: Velocity Template Library, java-diff-utils, odata4j, Batik, HTTP Server

The above components are licensed under the Apache License version 2.0, a copy of which is at Attachment 1.

Eclipse.org

Component: Eclipse, Jetty Web Server

This Program includes Eclipse software licensed from Eclipse.org under the terms of the Eclipse Public License (see Attachment 2). Any provisions of this Agreement that conflict with the license are not applicable to the Eclipse software. Source code for the Eclipse software is available at http://www.sybase.com/thirdpartysourcecode. The Java Ssh Applet component of the Eclipse software is based on software developed by Cedric Gourio. Copyright © 1998 Cedric Gourio. All rights reserved.

(http://www.cl.cam.ac.uk/~fapp2/software/java-ssh/) (javassh@france-mail.com).

Asual

Component: SWFAddress

Copyright (c) 2006-2008 Rostislav Hristov, Asual DZZD

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

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

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

Barreto, Paulo

Component: Rinjdael implementation in Java The above component is in the public domain.

Boost

Component: Boost C++ class libraries

Boost Software License - Version 1.0 - August 17th, 2003

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such

copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

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

Colebourne, Stephen

Component: Joda

The above component is licensed under the Apache License version 2.0, a copy of which

is at Attachment 1.

FlexLib Contributors

Component: FlexLib

Copyright (c) 2007 FlexLib Contributors. See:

http://code.google.com/p/flexlib/wiki/ProjectContributors

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

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

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

JCraft, Inc.

Component: JZLib Compression Library

Copyright (c) 2000,2001,2002,2003 ymnk, JCraft, Inc. 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. The names of the authors may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED `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 JCRAFT, INC. OR ANY CONTRIBUTORS TO THIS SOFTWARE 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.

Jean-Loup Gailly and Mark Adler

Component: Zlib Compression Library

Copyright© 1995-2003 Jean-loup Gailly and Mark Adler. All rights reserved. This software is provided 'as-is,' without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software. Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions: 1. 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. 2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software. 3. This notice may not be removed or altered from any source distribution.

Kientzle, Tim

Component: libarchive

Copyright (c) 2003-2009 Tim Kientzle

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 in this position and unchanged.
- 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.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR(S) ``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(S) 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.

IBM Corporation

Component: ICU

The ICU software is provided subject to the following additional provisions: Copyright © 1995-2002 International Business Machines Corporation and others. All rights reserved. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notices(s) and this permission notice appear in supporting documentation. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OF OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE. Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

Keyworks Software

Component: Keyhh.exe

The Program includes software developed by KeyWorks Software. The KeyWorks software is provided subject to the following additional provisions. KeyHH is free. You may download it and install it on as many machines as you want for no charge. But first, let's get the legal stuff out of the way: BECAUSE THIS PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THIS 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. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY 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.

Microsoft Corporation

Components: VC++ Runtime Libraries, Debugging Tools, HTML Help, CabWiz No third party license terms or additional notices required.

MIT

Component: MIT Kerberos

The MIT Kerberos software is provided subject to the following additional provisions.

1. Copyright © 1985-2004 by the Massachusetts Institute of Technology. All rights reserved. Export of this software from the United States of America may require a specific license from the United States Government. It is the responsibility of any person or organization contemplating export to obtain such a license before exporting. WITHIN THAT CONSTRAINT, 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 M.I.T. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Furthermore if you modify this software you must label your software as modified software and not distribute it in such a fashion that it might be confused with the original MIT software. M.I.T. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. THIS SOFTWARE IS PROVIDED ``AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE. Individual source code files are copyright MIT, Cygnus Support, OpenVision, Oracle, Sun Soft, FundsXpress, and others. Project Athena, Athena, Athena MUSE, Discuss, Hesiod, Kerberos, Moira, and Zephyr are trademarks of the Massachusetts Institute of Technology (MIT). No commercial use of these trademarks may be made without prior written permission of MIT.

"Commercial use" means use of a name in a product or other for-profit manner. It does NOT prevent a commercial firm from referring to the MIT trademarks in order to convey information (although in doing so, recognition of their trademark status should be given).

2. The following copyright and permission notice applies to the OpenVision Kerberos Administration system located in kadmin/create, kadmin/dbutil, kadmin/passwd, kadmin/server, lib/kadm5, and portions of lib/rpc: Copyright, OpenVision Technologies, Inc., 1996, All Rights Reserved. WARNING: Retrieving the OpenVision Kerberos Administration system source code, as described below, indicates your acceptance of the following terms. If you do not agree to the following terms, do not retrieve the OpenVision Kerberos administration system. You may freely use and distribute the Source Code and Object Code compiled from it, with or without modification, but this Source Code is provided to you "AS IS" EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. IN NO EVENT WILL OPENVISION HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF THE SOURCE CODE, OR THE FAILURE OF THE SOURCE CODE TO PERFORM, OR FOR ANY OTHER REASON. OpenVision retains all copyrights in the donated Source Code. OpenVision also retains copyright to derivative works of the Source

Code, whether created by OpenVision or by a third party. The OpenVision copyright notice must be preserved if derivative works are made based on the donated Source Code.

- 3. Portions contributed by Matt Crawford <crawdad@fnal.gov> were work performed at Fermi National Accelerator Laboratory, which is operated by Universities Research Association, Inc., under contract DE-AC02-76CHO3000 with the U.S. Department of Energy.
- 4. The implementation of the Yarrow pseudo-random number generator in src/lib/crypto/yarrow has the following copyright: Copyright 2000 by Zero-Knowledge Systems, Inc. Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, 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 Zero-Knowledge Systems, Inc. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Zero-Knowledge Systems, Inc. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. ZERO-KNOWLEDGE SYSTEMS, INC. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL ZERO-KNOWLEDGE SYSTEMS, INC. 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 TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.
- 5. The implementation of the AES encryption algorithm in src/lib/crypto/aes has the following copyright: Copyright © 2001, Dr Brian Gladman (brg@gladman.uk.net), Worcester, UK. All rights reserved. The free distribution and use of this software in both source and binary form is allowed (with or without changes) provided that: 1. distributions of this source code include the above copyright notice, this list of conditions and the following disclaimer; 2. distributions in binary form include the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other associated materials; 3. the copyright holder's name is not used to endorse products built using this software without specific written permission. This software is provided 'as is' with no explicit or implied warranties in respect of any properties, including, but not limited to, correctness and fitness for purpose.

Open Software Foundation, Inc., Hewlett-Packard Company, Digital Equipment Corporation, Microsoft

Component: UUID

- ** Copyright (c) 1990- 1993, 1996 Open Software Foundation, Inc.
- ** Copyright (c) 1989 by Hewlett-Packard Company, Palo Alto, Ca. &
- ** Digital Equipment Corporation, Maynard, Mass.
- ** Copyright (c) 1998 Microsoft.

- ** To anyone who acknowledges that this file is provided "AS IS"
- ** without any express or implied warranty: permission to use, copy,
- ** modify, and distribute this file for any purpose is hereby
- ** granted without fee, provided that the above copyright notices and
- ** this notice appears in all source code copies, and that none of
- ** the names of Open Software Foundation, Inc., Hewlett-Packard
- ** Company, or Digital Equipment Corporation be used in advertising
- ** or publicity pertaining to distribution of the software without
- ** specific, written prior permission. Neither Open Software
- ** Foundation, Inc., Hewlett-Packard Company, Microsoft, nor Digital Equipment
- ** Corporation makes any representations about the suitability of
- ** this software for any purpose.

OpenSSL Project

Component: Open SSL

The OpenSSL software is provided subject to the following additional provisions. Copyright © 1998-2001 The OpenSSL Project and Copyright © 1995-1998 Eric Young. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (i) redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer; (ii) 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; (iii) 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/)" and "This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)". The word cryptographic can be left out if the routines from the library being used are not cryptographic related; (iv) 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; (v) 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: (vi) 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)"; and (vii) 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 AND ERIC YOUNG "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, TIM YOUNG OR THEIR 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.

Public Domain

Component: htmlview The above component is in the public domain.

Saloranta, Tatu

Component: Woodstox The above component is licensed under the Apache License version 2.0, a copy of which is at Attachment 1.

Seward, Julian R

Component: bzip2

This program, "bzip2", the associated library "libbzip2", and all documentation, are copyright (C) 1996-2006 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.

Sun Microsystems

Components: JRE, JavaBeans Activation Framework, JavaMail API No third party license terms or notices.

University of Toronto

Components: regexp.c

Copyright (c) 1986 by University of Toronto.

- * Written by Henry Spencer. Not derived from licensed software.
- * Permission is granted to anyone to use this software for any
- * purpose on any computer system, and to redistribute it freely,
- * subject to the following restrictions:

- * 1. The author is not responsible for the consequences of use of
- * this software, no matter how awful, even if they arise
- * from defects in it.

- * 2. The origin of this software must not be misrepresented, either
- by explicit claim or by omission.

- * 3. Altered versions must be plainly marked as such, and must not
- be misrepresented as being the original software.
- * Beware that some of this code is subtly aware of the way operator
- * precedence is structured in regular expressions. Serious changes in
- * regular-expression syntax might require a total rethink.

Copyright (c) 2000, Frank Warmerdam

Warmerdam, Frank

Component: PROJ.4

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

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

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

Other The Program may also contain other free download and/or open source content (including but not limited to header files) required for interoperation with the operating system(s) on which the product is designed to run, and/or with third party applications.

SYBASE COMPONENTS

May Include Additional Free Download Components
This Program is provided with PowerDesigner Physical Architect 16.5. Free Download
Components in PowerDesigner are identified on the FREE DOWNLOAD
COMPONENTS/THIRD PARTY TERMS AND CONDITIONS Document for PowerDesigner
Physical Architect 16.5.

Wagner, Richard J.

Component: Mersenne Twister

Copyright (C) 1997 - 2002, Makoto Matsumoto and Takuji Nishimura, Copyright (C) 2000 - 2009, Richard J. Wagner 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. The names of its contributors may not 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.

Intel Corporation

Component: tsx-tools

* Copyright (c) 2012, 2013 Intel Corporation

* Author: Andi Kleen

*

- * Redistribution and use in source and binary forms, with or without
- * modification, are permitted provided that: (1) source code distributions
- * retain the above copyright notice and this paragraph in its entirety, (2)
- * distributions including binary code include the above copyright notice and
- * this paragraph in its entirety in the documentation or other materials

- * provided with the distribution
- * THIS SOFTWARE IS PROVIDED ``AS IS'' AND WITHOUT ANY EXPRESS OR IMPLIED
- * WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF
- * MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Python Software Foundation

Component: python

Python License, Version 2 (Python-2.0) 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, royal ty-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 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 "ASIS" 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.

ATTACHMENT 1

Apache License Version 2.0, January 2004 http://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems,

and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

- 2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
- 3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
- 4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
 - (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
 - (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
 - (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
 - (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or,

within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

- 5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions.

 Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
- 6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
- 7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
- 8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.
- 9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf

of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

http://www.apache.org/licenses/LICENSE-2.0

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

ATTACHMENT 2

Eclipse Public License - v 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS ECLIPSE 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;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which:

(i) are separate modules of software distributed in Conjunction with the Program under their own license

agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

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

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

2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform,

distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

- b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
- c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual

property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program. d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:
- 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:

- a) it must be made available under this Agreement; and
- b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

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.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

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.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

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.

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 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. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation 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.