

About this document

The following copyright statements and licenses apply to software components that are distributed with various versions of the **NetApp PowerShell Toolkit 4.5** products. Your product does not necessarily use all the software components referred to below.

Where required, source code is published at the following location:

ftp://ftp.netapp.com/frm-ntap/opensource/

215-12689_A0_UR001 -Copyright 2017 NetApp, Inc. All rights reserved.

Copyrights and licenses

The following component(s) is(are) subject to the Apache 1.1

• Apache Base64 functions - Unspecified

Copyright (c) 1995-1999 The Apache Group. All rights reserved.

Apache Software License

Version 1.1

Copyright (c) 2000 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:

- 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 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.

- 4. The names "Apache" and "Apache Software Foundation" 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.
- 5. 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.

This software consists of voluntary contributions made by many individuals on behalf of the Apache Software Foundation. For more information on the Apache Software Foundation, please see http://www.apache.org/>.

Portions of this software are based upon public domain software originally written at the National Center for Supercomputing Applications, University of Illinois, Urbana-Champaign.

The following component(s) is(are) subject to the Apache License Version 2.0

• Apache 2.0 contributions to sharpsnmplib - Unspecified

Copyright 2001-2006 The Apache Software Foundation Copyright 2010 Lex Li

• Apache Commons Lang - Unspecified

Copyright 2001-2011 The Apache Software Foundation

• Apache-Logging log4net - 1.2.10

Copyright 2001-2007 The Apache Software Foundation

• Apache-Logging log4net - 1.2.11

Copyright 2001-2007 The Apache Software Foundation

• guava-libraries - r16

Copyright 2010 Google Inc.

• jsyntaxpane - 0.9.5-b27

Copyright 2008 Ayman Al-Sairafi

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.

The following component(s) is(are) subject to the BSD 1.0 - Historical Permission License

• regex - 19950530

Other files have included NetApp copyright and update copyright year. Copyright (c) 1992, 1993, 1994 Henry Spencer.

Copyright (c) 1992, 1993, 1994 The Regents of the University of California. All rights reserved.

Copyright (c) 2003 Network Appliance, Inc. All rights reserved.

• strtoll - Unspecified

Copyright 1994 The Downhill Project

BSD 1.0 - Historical Permission License

Copyright (c) 1983, 1990, 1993 The Regents of the University of California. All rights reserved.

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

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. All advertising materials mentioning features or use of this software must display the following acknowledgement:
 - This product includes software developed by the University of California, Berkeley and its contributors.

4. Neither the name of the University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE REGENTS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE REGENTS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, 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.

_

Portions Copyright (c) 1993 by Digital Equipment Corporation.

Permission to use, copy, modify, and distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies, and that the name of Digital Equipment Corporation not be used in advertising or publicity pertaining to distribution of the document or software without specific, written prior permission.

THE SOFTWARE IS PROVIDED "AS IS" AND DIGITAL EQUIPMENT CORP. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL DIGITAL EQUIPMENT CORPORATION BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

The following component(s) is(are) subject to the BSD 2.0

• DOM4J - Flexible XML Framework for Java - 1.6.1

Copyright 2001-2005 (C) MetaStuff, Ltd. All Rights Reserved.

• FreeBSD - Unspecified

Copyright (c) 1982, 1986, 1988 Regents of the University of California. All rights reserved.

• hamcrest - 1.3.0RC2

Copyright (c) 2000-2006, www.hamcrest.org

• jaxen - 1.1.1

Copyright 2003-2006 The Werken Company. All Rights Reserved.

• SSH.NET Library - 2012.12.3

Copyright (c) 2010, RENCI

Copyright (c) <YEAR>, <OWNER> All rights reserved.

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

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

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

The following component(s) is(are) subject to the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.0

• CDDL Contribution to jsyntaxpane - Unspecified

Copyright 2006 Arnout Engelen . Copyright 2000-2006 Omnicore Software, Hans Kratz & Dennis Strein GbR, Geert Bevin

COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.0

- 1. Definitions.
 - 1.1. "Contributor" means each individual or entity that creates or contributes to the creation of Modifications.
 - 1.2. "Contributor Version" means the combination of the Original Software, prior Modifications used by a Contributor (if any), and the Modifications made by that particular Contributor.
 - 1.3. "Covered Software" means (a) the Original Software, or (b) Modifications, or (c) the combination of files containing Original Software with files containing Modifications, in each case including portions thereof.
 - 1.4. "Executable" means the Covered Software in any form other than Source Code.
 - 1.5. "Initial Developer" means the individual or entity that first makes Original Software available under this License.
 - 1.6. "Larger Work" means a work which combines Covered Software or portions thereof with code not governed by the terms of this License.
 - 1.7. "License" means this document.
 - 1.8. "Licensable" means having the right to grant, to the maximum extent possible,

whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

- 1.9. "Modifications" means the Source Code and Executable form of any of the following:
 - A. Any file that results from an addition to, deletion from or modification of the contents of a file containing Original Software or previous Modifications;
 - B. Any new file that contains any part of the Original Software or previous Modification; or
 - C. Any new file that is contributed or otherwise made available under the terms of this License.
- 1.10. "Original Software" means the Source Code and Executable form of computer software code that is originally released under this License.
- 1.11. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.
- 1.12. "Source Code" means (a) the common form of computer software code in which modifications are made and (b) associated documentation included in or with such code.
- 1.13. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.
- 2. License Grants.
 - 2.1. The Initial Developer Grant.

Conditioned upon Your compliance with Section 3.1 below and subject to third party intellectual property claims, the Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license:

- (a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer, to use, reproduce, modify, display, perform, sublicense and distribute the Original Software (or portions thereof), with or without Modifications, and/or as part of a Larger Work; and
- (b) under Patent Claims infringed by the making, using or selling of Original Software, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Software (or portions thereof).
- (c) The licenses granted in Sections 2.1(a) and (b) are effective on the date Initial Developer first distributes or otherwise makes the Original Software available to a third party under the terms of this License.
- (d) Notwithstanding Section 2.1(b) above, no patent license is granted: (1) for code that You delete from the Original Software, or (2) for infringements caused by: (i) the modification of the Original Software, or (ii) the combination of the Original Software with other software or devices.

2.2. Contributor Grant.

Conditioned upon Your compliance with Section 3.1 below and subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license:

- (a) under intellectual property rights (other than patent or trademark) Licensable by Contributor to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof), either on an unmodified basis, with other Modifications, as Covered Software and/or as part of a Larger Work; and
- (b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in

combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: (1) Modifications made by that Contributor (or portions thereof); and (2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

- (c) The licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first distributes or otherwise makes the Modifications available to a third party.
- (d) Notwithstanding Section 2.2(b) above, no patent license is granted: (1) for any code that Contributor has deleted from the Contributor Version; (2) for infringements caused by: (i) third party modifications of Contributor Version, or (ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or (3) under Patent Claims infringed by Covered Software in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Availability of Source Code.

Any Covered Software that You distribute or otherwise make available in Executable form must also be made available in Source Code form and that Source Code form must be distributed only under the terms of this License. You must include a copy of this License with every copy of the Source Code form of the Covered Software You distribute or otherwise make available. You must inform recipients of any such Covered Software in Executable form as to how they can obtain such Covered Software in Source Code form in a reasonable manner on or through a medium customarily used for software exchange.

3.2. Modifications.

The Modifications that You create or to which You contribute are governed by the terms of this License. You represent that You believe Your Modifications are Your original creation(s) and/or You have sufficient rights to grant the rights conveyed by this License.

3.3. Required Notices.

You must include a notice in each of Your Modifications that identifies You as the Contributor of the Modification. You may not remove or alter any copyright, patent or trademark notices contained within the Covered Software, or any notices of licensing or any descriptive text giving attribution to any Contributor or the Initial Developer.

3.4. Application of Additional Terms.

You may not offer or impose any terms on any Covered Software in Source Code form that alters or restricts the applicable version of this License or the recipients rights hereunder. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Software. However, you may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.5. Distribution of Executable Versions.

You may distribute the Executable form of the Covered Software under the terms of this License or under the terms of a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable form does not attempt to limit or alter the recipient's rights in the Source Code form from the rights set forth in this License. If You distribute the Covered Software in Executable form under a different license, You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.6. Larger Works.

You may create a Larger Work by combining Covered Software with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Software.

4. Versions of the License.

4.1. New Versions.

Sun Microsystems, Inc. is the initial license steward and may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Except as provided in Section 4.3, no one other than the license steward has the right to modify this License.

4.2. Effect of New Versions.

You may always continue to use, distribute or otherwise make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. If the Initial Developer includes a notice in the Original Software prohibiting it from being distributed or otherwise made available under any subsequent version of the License, You must distribute and make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. Otherwise, You may also choose to use, distribute or otherwise make the Covered Software available under the terms of any subsequent version of the License published by the license steward.

4.3. Modified Versions.

When You are an Initial Developer and You want to create a new license for Your Original Software, You may create and use a modified version of this License if You: (a) rename the license and remove any references to the name of the license steward (except to note that the license differs from this License); and (b) otherwise make it clear that the license contains terms which differ from this License.

5. DISCLAIMER OF WARRANTY.

COVERED SOFTWARE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED SOFTWARE IS WITH YOU. SHOULD ANY COVERED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

6. TERMINATION.

- 6.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.
- 6.2. If You assert a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You assert such claim is referred to as "Participant") alleging that the Participant Software (meaning the Contributor Version where the Participant is a Contributor or the Original Software where the Participant is the Initial Developer) directly or indirectly infringes any patent, then any and all rights granted directly or indirectly to You by such Participant, the Initial Developer (if the Initial Developer is not the Participant) and all Contributors under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively and automatically at the expiration of such 60 day notice period, unless if within such 60 day period You withdraw Your claim with respect to the Participant Software against such Participant either unilaterally or pursuant to a written agreement with Participant.
- 6.3. In the event of termination under Sections 6.1 or 6.2 above, all end user licenses that have been validly granted by You or any distributor hereunder prior to termination (excluding licenses granted to You by any distributor) shall survive termination.

7. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED SOFTWARE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS

EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

8. U.S. GOVERNMENT END USERS.

The Covered Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" (as that term is defined at 48 C.F.R. 252.227-7014(a)(1)) and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Software with only those rights set forth herein. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFAR, or other clause or provision that addresses Government rights in computer software under this License.

9. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by the law of the jurisdiction specified in a notice contained within the Original Software (except to the extent applicable law, if any, provides otherwise), excluding such jurisdiction's conflict-of-law provisions. Any litigation relating to this License shall be subject to the jurisdiction of the courts located in the jurisdiction and venue specified in a notice contained within the Original Software, with the losing party responsible for costs, including, without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License. You agree that You alone are responsible for compliance with the United States export administration regulations (and the export control laws and regulation of any other countries) when You use, distribute or otherwise make available any Covered Software.

10. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

The following component(s) is(are) subject to the Commercial: InstallShield EULA (2014)

• Installshield 2014 Generated Build Files - 2014

Installation EULA - April 2014

FLEXERA SOFTWARE END-USER LICENSE AGREEMENT Installation

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**") is a legal contract between you, either (a) an individual user or (b) a business organization (in either case the "**Licensee**"), and Flexera Software for the Software.

As used herein, for Licensees in Japan, "Flexera Software" means Flexera Software GK, a Godo Kaisha organized under the laws of Japan; for Licensees in Europe, Middle East, Africa, or India, "Flexera Software" means Flexera Software Limited, a private company limited by shares and incorporated in England and Wales with company number 6524874; for Licensees in Australia and New Zealand, "Flexera Software" means Flexera Software Pty Ltd. with ABN 40 052 412 156 and for Licensees outside of the countries listed above, "Flexera Software" means Flexera Software LLC, a Delaware limited liability company.

By clicking on the "I ACCEPT" button, by opening the package that contains the Software, or by copying, downloading, accessing or otherwise using the Software, Licensee agree to be bound by the terms of this Agreement and Licensee represent that Licensee are authorized to enter into this Agreement on behalf of Licensee's corporate entity (if applicable). If Licensee does not wish to be bound by the terms of this Agreement, click the "I DO NOT ACCEPT" button, and/or do not install, access or use the Software.

DEFINITIONS

"Build System" means a machine or group of machines dedicated to compiling code via automated or scheduled tasks.

"Contractor" means any third party contracted by Licensee to perform services on behalf of Licensee.

"**Documentation**" means the technical specification documentation generally made available by Flexera Software to its licensees with regard to the Software.

"License Level" means the quantitative limitations and unit of measure applicable to the license purchased by Licensee as specified on the applicable invoice.

"Licensee Site" means any location owned or leased solely by Licensee or that portion of any shared space, such as a shared data center, attributable solely to Licensee, or in the instance of an employee working remotely, that location from which such employee is working while using Licensee-provided equipment on which the Software may be installed.

"Software" means the object code form of the InstallShield or InstallAnywhere software products, as further identified on an invoice. Such products may include InstallShield Express, InstallShield Professional, InstallShield Premier, InstallShield Limited Edition for Visual Studio, Standalone Build, InstallShield Collaboration, Virtualization Pack, MSI Tools, InstallAnywhere Professional, InstallAnywhere Premier, InstallAnywhere Collaboration, and InstallAnywhere Cloud Pack. The Software may include features that will limit use of the Software in excess of the License Level.

"Updates" means patches, additions, modifications, and new versions of the Software incorporating such patches, additions and modifications that are provided to Licensee by Flexera Software and that are not included in the initial delivery of the Software. Updates do not include additions or modifications that Flexera Software considers to be a separate product or for which Flexera Software charges its customers extra or separately.

"**Upgrade**" means a new version of Software made available by Flexera Software, and identified in an invoice, order confirmation, or SKU as an "Upgrade".

"User" means the individuals who access the Software for the purposes of designing and developing software installations.

I. EVALUATION AND FREE SOFTWARE

The use of Software received by Licensee for purposes of evaluation ("Evaluation Software"), regardless of how labeled, or any Software provided at no charge, excluding InstallShield Limited Edition for Visual Studio ("Free Software"), will be governed by the terms set forth in this Article I, in addition to the General Terms set forth in Article IV. If Licensee has received the Software for purposes of evaluation, regardless of how labeled, the use of the Software is limited to a specified period of time, as detailed in the

email accompanying the download instructions, or if not specified in such email, twenty-one (21) days from Licensee's acceptance of this Agreement (the "Evaluation Period").

- 1. <u>Grant of License</u>. Subject to all of the terms and conditions of this Agreement, Flexera Software grants Licensee:
 - a. For Evaluation Software: during the Evaluation Period, a limited, internal use, non-exclusive, non-transferable license to use the Software solely to evaluate its suitability for Licensee's internal business requirements at Licensee's site(s) only. Licensee may not share any pricing, findings, reports, or outcomes with any third party. Without limiting the foregoing, Licensee may not use the Software during the Evaluation Period to create publicly distributed computer software or for any other purpose. This license may be terminated by Flexera Software at any time upon notice to Licensee and will automatically terminate, without notice, upon the first to occur of the following: (a) the completion of Licensee's evaluation of the Software or (b) the expiration of the Evaluation Period.
 - b. For Free Software: a limited, internal use, non-exclusive, non-transferable license to use the Software for Licensee's internal business requirements at Licensee's site(s) only.
- <u>Limited Use Software</u>. Portions of the full-use version of the Software may be withheld or unusable. Full use of the Software may be restricted by technological protections.
- <u>No Maintenance</u>. Flexera Software will have no Support and Maintenance obligation to Licensee for Evaluation Software or for Software provided at no charge, unless otherwise agreed by the parties.
- <u>Disclaimer of Warranty</u>. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTER OF (I) THE STATUTORILY REQUIRED PERIOD OR (II) THIRTY (30) DAYS FROM LICENSEE'S ACCEPTANCE OF THIS AGREEMENT.

• Limitation of Liability. IN NO EVENT WILL FLEXERA SOFTWARE BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR DATA, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH, EVEN IF FLEXERA SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO CASE WILL FLEXERA SOFTWARE'S LIABILITY FOR ANY DAMAGES HEREUNDER EXCEED FIFTY DOLLARS (US \$50).

II. LIMITED EDITION SOFTWARE FOR VISUAL STUDIO

The use of InstallShield Limited Edition for Visual Studio will be governed by the terms set forth in this Article II, in addition to the General Terms set forth in Article IV. Each individual User may only register for a single instance of the Limited Edition Software.

- 1. <u>Grant of License</u>. InstallShield Limited Edition for Visual Studio is a functionally limited version of the InstallShield software and is intended specifically for use with Visual Studio. Subject to all of the terms and conditions of this Agreement, Flexera Software grants Licensee a limited, internal use, non-exclusive, non-transferable license to use the Software solely for Licensee's internal business requirements at Licensee's site(s) only. Flexera Software grants Licensee the right to install and use the software on a single computer to be used exclusively with Visual Studio and the right to install and use up to two (2) additional instances for use within a Team Foundation Server environment. For the purposes of this Section, Software shall also include any Documentation of the Software product provided to Licensee under this Agreement.
- 2. <u>Disclaimer of Warranty</u>. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTER OF (I) THE STATUTORILY REQUIRED PERIOD OR (II) THIRTY (30) DAYS FROM LICENSEE'S ACCEPTANCE OF THIS AGREEMENT.

3. <u>Limitation of Liability</u>. IN NO EVENT WILL FLEXERA SOFTWARE BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR DATA, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH, EVEN IF FLEXERA SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO CASE WILL FLEXERA SOFTWARE'S LIABILITY FOR ANY DAMAGES HEREUNDER EXCEED FIFTY DOLLARS (US \$50).

III. ALL OTHER EDITIONS OF THE SOFTWARE

The use of all other editions of the Software will be governed by the terms set forth in this Article III, in addition to the General Terms set forth in Article IV.

1. License.

- a. Grant of License. Subject to all of the terms and conditions of this Agreement and upon Licensee's payment of the fees shown on the invoice and acceptance of this Agreement, Flexera Software grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use Software for internal purposes at Licensee's site(s) only, but only in accordance with (a) the Documentation, (b) this Agreement and (c) the License Level. For the purposes of this Section, Software shall also include any Documentation and any Updates provided to Licensee under this Agreement. For Software that will be used in a service provider role, the terms of Addendum 1 shall apply; licenses not identified as service provider licenses on an invoice may not be used in a service provider capacity.
 - i. If Licensee has a license to the InstallAnywhere Collaboration or InstallAnywhere Enterprise, it may use the Software for the purposes of creating unit test installations for its own exclusive use. Licensee may use the Software as a plug-in to the Eclipse Open Source IDE. Flexera Software is not licensing to Licensee any right, title, and interest with respect to the Eclipse Open Source IDE; Licensee's use of the Eclipse Open Source IDE is subject to Licensee's acceptance of the terms and conditions of the end-user license agreement from Eclipse Foundation for that product.
 - ii. If Licensee has licensed the InstallAnywhere Standalone Build Node-Lock Software, Licensee may install and use one copy of the Software on a single computer residing on Licensee's premises only for Licensee's internal business purposes.

- b. <u>License Models</u>. Licensee may purchase either a node-locked or concurrent license, which will be identified on the applicable order confirmation.
 - i. <u>Node-Locked Licenses</u>. If Licensee has licensed Software on a node-locked basis, Licensee may install and use one instance of the Software on a single computer either physically installed or on a virtual image on that computer only at Licensee's site(s) for Licensee's internal business purposes only in accordance with the License Level. A node-locked license is limited to use by a single User on a single computer or virtual image; Licensee may not install the Software on a shared computer. Copying a virtual image for the purposes of using the image either simultaneously or as a replacement on another machine is strictly prohibited.
 - ii. <u>Concurrent Licenses</u>. If Licensee has licensed on a concurrent basis, Licensee may install the Software on any machine at Licensee's site(s) for Licensee's internal business purposes only in accordance with the License Level. All machines using the Software must have the ability to communicate with a license server to be authorized to use the Software.
- c. <u>Standalone Build Licenses</u>: In addition to the use rights for the Software, Standalone Build Licenses may also be run on a separate Build System but only if run by automated processes or by a User.
- d. <u>Installation and Copies</u>. Licensee may install on Licensee's computers for use only by Licensee's employees and Contractors as many instances of the Software as is designated in the applicable invoice. Licensee may not make copies of the Software unless otherwise set forth in an applicable invoice. Notwithstanding the foregoing, Licensee may make a copy of the Software for back-up purposes.
- e. <u>Use by Contractors</u>. Subject to the terms and conditions of this Agreement, Licensee's Contractors may use the licenses at a Licensee site only, provided that (a) such use is only for Licensee's benefit, (b) Licensee agrees to remain responsible for each such Contractor's compliance with the terms and conditions of this Agreement and (c) upon request Licensee will identify each such Contractor to Flexera Software. Use of the Software by the Contractors and Licensee in the aggregate must be within the License Level set forth in the applicable invoice.

- f. <u>License Restrictions</u>. Licensee shall not (and shall not allow any third party to):
 - i. use or apply the Try and Die or Try and Buy functionality for the benefit of any software products that are not owned by Licensee;
 - ii. decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to Flexera Software);
 - iii. except as expressly permitted in this Agreement, distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, service bureau, hosting, service provider or like purposes;
 - iv. remove any product identification, proprietary, copyright or other notices contained in the Software, including but not limited to any such notices contained in the physical and/or electronic media or Documentation, in the Setup Wizard dialog or "about" boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the Software, or in any archival or back-up copies, if applicable;
 - v. modify any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into or with other software, except to the extent outlined in the Documentation or expressly authorized in writing by Flexera Software; or
 - vi. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.
- 2. <u>Upgrades</u>. Upgrades, if provided to Licensee, may be licensed to Licensee by Flexera Software with additional or different terms and conditions. Upgrades may be used only by the User of the original version of the Software that is being upgraded. After installation of an Upgrade, such User may continue to use the prior version(s) of the Software in accordance with the terms and conditions

applicable to such version, provided that (i) the prior version(s) may only be used by the same User of the Upgrade; (ii) Licensee acknowledges that any obligation Flexera Software may have to support the prior version(s) may be ended upon the availability of the Upgrade.

- 3. Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Flexera Software and its suppliers will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and the Documentation and all copies thereof, modifications thereto, and derivative works based thereupon. Licensee acknowledges that it is obtaining only a limited license right to the Software and Documentation and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Licensee under this Agreement or otherwise.
- 4. Payment Terms/Shipments. For Licensees in Japan, all fees are in non-refundable Japanese Yen. For Licensees in Europe, Middle East, Africa, or India, all fees are in the currency outlined in the quote/invoice and are non-refundable. For Licensees in New Zealand or Australia, all fees are in non-refundable Australian Dollars. For Licensees in any region not outlined, all fees are in non-refundable US Dollars. Fees are due within thirty (30) days of the date of the invoice. Licensee shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Flexera Software). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable invoice. All shipments of any media will be FOB Origin.
- 5. <u>Taxes</u>. Fees do not include taxes. If Flexera Software is required to pay any sales, use, GST, VAT, or other taxes in connection with Licensee's order, other than taxes based on Flexera Software's income, such taxes will be billed to and paid by Licensee. Licensee will make all payments of fees to Flexera Software free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Flexera Software will be Licensee's sole responsibility and consequently the amount of such fees will be increased such that the net fee received by Flexera Software will be the same as if such withholding taxes were not imposed, and Licensee will provide Flexera Software with official receipts issued by the appropriate taxing authority, or such other evidence as the Flexera Software may reasonably request, to establish that such taxes have been paid.
- 6. Support and Maintenance.

- a. <u>Support and Maintenance</u>. Flexera Software shall provide the level of support and maintenance services ("**Support and Maintenance**") set forth on the applicable invoice, if any, during such period as Licensee has paid the applicable fee. Support and Maintenance will be provided in accordance with Flexera Software's then-current Support and Maintenance terms.
- b. <u>Exclusions</u>. Flexera Software will have no Support and Maintenance obligation to Licensee where the Software source code has been modified (except for Updates) or for any Evaluation Software or for any Free Software.
- c. Renewals. In the event Licensee elects not to obtain or renew Support and Maintenance, Licensee may retain the Software and Documentation but will have no further right to Support and Maintenance for the Software. If Licensee wishes to reinstate lapsed Support and Maintenance, Licensee may do so only within ninety (90) days from expiration of the Support and Maintenance term and by paying Flexera Software an amount equal to the then-applicable annual fee plus one-hundred fifty percent (150%) of the fees that would have been due had Licensee remained enrolled during the lapse period. Support and Maintenance may be renewed for the first renewal period (the duration of which may be no shorter than one year, and no longer than the length of the initial maintenance period) for the same annual rate paid during the first Support and Maintenance period.

7. Warranty.

a. <u>Limited Software Performance Warranty</u>. Flexera Software warrants to Licensee that for a period of ninety (90) days from initial delivery of the Software to Licensee (the "Warranty Period") the Software shall operate in substantial conformity with the Documentation. Flexera Software does not warrant that Licensee's use of the Software will be uninterrupted or errorfree or that any security mechanisms implemented by the Software will not have inherent limitations. Flexera Software's sole liability (and Licensee's exclusive remedy) for any breach of this warranty shall be, in Flexera Software's sole discretion, to use commercially reasonable efforts to provide Licensee with an error-correction or work-around which corrects the reported non-conformity, to replace the non-conforming Software with conforming Software, or if Flexera Software determines such remedies to be impracticable within a reasonable period of time, to terminate the Agreement and refund the license fee paid for the Software. Flexera Software shall have no obligation with respect to a warranty claim unless notified of such claim in writing within the Warranty Period.

- b. <u>Exclusions</u>. The limited warranties set forth in this Section 7 shall not apply to warranty claims arising out of or relating to: (a) use of the Software with hardware or software not required in the Documentation; (b) modifications to the Software source code; (c) defects in the Software due to accident, abuse or improper use by Licensee or (d) Evaluation Software or Free Software.
- c. <u>Disclaimer</u>. THE WARRANTIES IN THIS SECTION 7 ARE LIMITED WARRANTIES AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE IS PROVIDED "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTER OF (I) THE STATUTORILY REQUIRED PERIOD OR (II) THIRTY (30) DAYS FROM LICENSEE'S ACCEPTANCE OF THIS AGREEMENT.

8. <u>Limitation of Liability</u>.

- a. NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS, IF ANY, SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGE TO SYSTEMS OR DATA, EVEN IF FLEXERA SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FLEXERA SOFTWARE'S LIABILITY FOR ANY DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF LICENSE FEES THAT LICENSEE HAS PAID TO FLEXERA SOFTWARE.
- b. FOR USERS WITHIN EUROPE, THE MIDDLE EAST, AFRICA, OR INDIA, NO PERSON WHO IS NOT A PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO ENFORCE ANY TERMS OF THE SAME UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.

- c. FLEXERA SOFTWARE DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 9. <u>Termination</u>. Licensee's license may be terminated by Flexera Software if (a) Licensee fails to make payment and/or (b) Licensee fails to comply with the terms of this Agreement within ten (10) days after receipt of written notice of such failure. In the event of termination, Licensee must cease using the Software, destroy all copies of the Software (including copies in storage media), if applicable, and certify such destruction to Flexera Software. This requirement applies to all copies in any form, partial or complete. Upon the effective date of any termination, Licensee relinquishes all rights granted under this Agreement. If Licensee continues to use the Software after any termination of the applicable license under this Agreement, Flexera Software reserves the right to all remedies at law, including, but not limited to, reporting of such prohibited use to applicable law enforcement agencies and report of such prohibited use to anti-piracy agencies.
- 10. <u>Use of Try and Die Functionality</u>. If Licensee has licensed the Premier edition of the Software, Licensee may internally access and use the functionality labeled "Try and Die" solely for the purposes of applying the Try and Die functionality processes and/or restrictions to Licensee's products and distributing such products to Licensee's end users for their trial purposes for a pre- determined period of time. Notwithstanding the foregoing, Licensee agrees that the total revenue from Licensee's products utilizing the Try and Die functionality will not exceed US\$10,000,000. Each product that is managed by a unique product version key/packaging license is considered to be a separate product hereunder. A product version key/packaging license identifies a protected trial product and allows the Licensee to unprotect, unpack and use a protected product.
- 11. <u>Activation Capabilities</u>. For existing users of the InstallShield Activation Service, should Licensee elect to access and use the InstallShield Activation Service (which can only be used in conjunction with the Try and Buy functionality of the product), the terms and conditions at http://www.installshield.com/products/installshield/activationservice/info/agreement.asp will apply to Licensee's use of the service and will supplement Licensee's use of the Software hereunder.
- 12. <u>Dual-Media Software</u>. Licensee may receive the Software in more than one medium (electronic and on a DVD, for example). Receipt of the Software in more than a single manner (electronic or on a DVD, for example) does not expand the license rights granted to Licensee hereunder. Licensee's use of the Software is limited to the number of licenses (instances) that Licensee has acquired overall, regardless of number or type of media on which it has been provided.

IV. GENERAL TERMS

The terms set forth in this Article IV shall apply to all Software licensed under this Agreement.

- 1. <u>Assignment/Transfer of Software</u>. Licensee may not, by operation of law or otherwise, transfer any license rights or other interests in Evaluation Software, Limited Edition Software, or Software labeled "Not for Resale" or "NFR." Licensee may transfer a license granted hereunder, on a permanent basis, provided (i) that such transfer is the result of a merger, acquisition or other corporate action (such as a divestiture), (ii) Licensee permanently and wholly transfers all Licensee's rights and obligations under this Agreement; (iii) Licensee retains no instances or copies (whole or partial); (iv) Licensee permanently and wholly transfers all of the Software (including component parts, media, printed materials, upgrades, prior versions, and authenticity certificates); and (v) the transferee agrees to abide by all the terms of this Agreement. Licensee may not transfer this license or the Software directly or indirectly for any other reason without Flexera Software's prior written consent, which may be withheld for any reason. Transfers that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.
- 2. <u>Usage Data</u>. Licensee understand that Flexera Software may utilize technology that gathers information about Licensee's computer system, however, such data is used solely for the purpose of understanding machine types and other system-oriented information and does not contain any personally identifiable information of Licensee.

3. Compliance.

a. Verification/Audits. Upon Flexera Software's reasonable request, Licensee will furnish Flexera Software with a signed statement confirming whether the Software is being used by Licensee in accordance with this Agreement. Further, during the term of this Agreement and for a period of one (1) year thereafter, with prior reasonable notice of at least five (5) days, Flexera Software may audit Licensee for the purpose of verifying the information provided by Licensee under this Agreement, and for the purpose of verifying that Licensee is conforming to the terms of this Agreement. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If an audit reveals an underpayment or that the Licensee's usage is greater than the License Level, then the Licensee shall immediately pay the difference in License fees and, if

applicable, Support and Maintenance fees to bring the License Level into compliance. If an audit reveals that (i) Licensee has intentionally misrepresented its usage of the Software, (ii) Licensee materially breached this Agreement, or (iii) the Usage Level is more than 5% over the License Level, then Licensee shall pay Flexera Software's reasonable costs of conducting the audit in addition to any fees due to Licensee's misrepresentation or material breach. Audits shall be conducted no more than once annually.

- b. <u>Validation of Use</u>. In order to protect the Software from unauthorized use and in order to confirm Licensee's compliance with the license grants and restrictions set forth in this Agreement, the Software may contain validation procedures designed to detect and report to Flexera Software information identifying usage potentially violating the terms of this Agreement. This information does not contain any personally identifiable information of Licensee or the end user.
- 4. Redistributable Files. The Software component parts may not be separated for use on more than one computer, except as set forth in this Agreement. Licensee may copy the files specifically identified in the documentation as "redistributables" and redistribute such files to Licensee's end users of Licensee's products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) Licensee grants Licensee's end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of Licensee's products and not to distribute them further. Licensee will reproduce with the redistributables all applicable trademarks and copyright notices that accompany the Software, but Licensee may not use Flexera Software's name, logos or trademarks to market Licensee's products.
- 5. Third-Party Code. The Software may contain or be provided with components subject to the terms and conditions of third party software licenses ("Third Party Software"). Third Party Software may be identified in the Documentation, or Flexera Software may provide a list of the Third Party Software for a particular version of the Software to Licensee upon Licensee's written request. To the extent required by the license that accompanies the Third Party Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Third Party Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering. Licensee is solely responsible for complying with the terms and conditions of such Third Party Software.
- 6. <u>Controlling Law</u>. For Licensees in Japan, this Agreement will be governed by the laws of Japan; for Licensees in Europe, Middle East, Africa, or India, this Agreement will be governed by the laws of

England and Wales and Licensee submit to the jurisdiction of the courts of England and Wales; for Licensees in New Zealand or Australia this Agreement will be governed by the laws of the State of Victoria, Australia; for Licensees outside the countries listed above, this Agreement will be governed by the laws of California, USA, excluding conflicts of law. This Agreement is not subject to the United Nations Convention on Contracts for the Sale of Goods.

- 7. <u>Survival</u>. Sections I.4 (Disclaimer), I.5 (Limitation of Liability), II.2 (Disclaimer), II.3 (Limitation of Liability), III.1.f (License Restrictions), III.3 (Ownership), III.4 (Payment and Delivery), III.5 (Taxes), III.7.c (Disclaimer), III.8 (Limitation Liability), III.9 (Termination), and all of this Article IV (General Terms), as well as any provision that by the very nature of which should survive, shall survive any termination or expiration of this Agreement.
- 8. Confidential Information. Each party agrees that all business and/or technical information that is received by a party ("Receiving Party") from the disclosing party ("Disclosing Party") that a) is in written, recorded, graphical or other tangible form and is marked "Confidential" or "Trade Secret" or similar designation; b) is in oral form and identified by the Discloser as "Confidential" or "Trade Secret" or similar designation at the time of disclosure, with subsequent confirmation in writing within thirty (30) days of such disclosure; or c) the nature of which could reasonably be construed to be confidential, shall be considered the confidential property of the Disclosing Party ("Confidential **Information**"). Any software, documentation or technical information provided by Flexera Software (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Flexera Software without any marking or further designation. Except as expressly authorized herein, for a period of three (3) years following the disclosure date of Confidential Information to the Receiving Party (the "Protection Period"), the Receiving Party will hold in confidence and not make any unauthorized use or disclosure of any Confidential Information. The Protection Period for Confidential Information marked or otherwise identified as "Trade Secret" shall be for so long as such information remains a trade secret. The Receiving Party's nondisclosure obligation shall not apply to information that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

- 9. <u>Company Name and Logo</u>. Flexera Software may include Licensee's company name and logo in a list of Flexera Software customers and/or partners.
- 10. <u>Severability</u>. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
- 11. <u>Amendments; Waivers</u>. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Licensee will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
- 12. <u>Choice of Language</u>. The original of this Agreement has been written in English. Licensee waives any rights it may have under the law of its country to have this Agreement written in the language of that country.
- 13. <u>Independent Contractors</u>. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 14. <u>U.S. Government End-Users</u>. The Software is commercial computer software. If the User or Licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited. Licensee shall flow-down this provision to any of its authorized sublicensees (including but not limited to any Licensee Products, as applicable).

- 15. Export Compliance. Licensee acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Licensee shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) any end user who has been prohibited from participating in United States export transactions by any federal agency of the United States government; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Licensee agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.
- 16. Third-Party Code. The Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or Flexera Software shall provide a list of the Open Source Software for a particular version of the Software to Licensee upon Licensee's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.
- 17. <u>Equal Opportunity</u>. Flexera Software agrees that it does not and will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, national origin, or sexual orientation.
- 18. <u>Ambiguities</u>. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
- 19. <u>Remedies Cumulative</u>. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies to which the parties are entitled by law. The exercise by either party of any right or remedy

under this Agreement or under applicable law will not preclude such party from exercising any other right or remedy under this Agreement or to which such party is entitled by law.

20. <u>Entire Agreement</u>. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

Addendum 1 Service Provider Addendum

This addendum applies to licenses of Software that Licensee purchases to use in the provision of services to its Customers, as defined below. Any terms not defined in this Addendum shall have the meanings ascribed to them in the Agreement. Unless otherwise set forth herein, the provisions of this Addendum shall be in addition to, and not in lieu of, the terms included in the main body of the Agreement.

- 1. **Definitions**. "**Customers**" means the customers of Licensee for which Licensee has purchased a license to use the Software to provide Software Engineering Services. Licensee shall be solely responsible for the Customer relationship; Flexera Software shall have no obligations whatsoever to Customers. "**Software Engineering Services**" means those services which Licensee provides to Customers utilizing the Software.
- 2. **Software License**. Subject to all of the terms and conditions of this Agreement and notwithstanding the license grant in Section III.1.a. of the Agreement, during the term specified on the applicable invoice, Flexera Software grants Licensee a nonexclusive, nontransferable license to use the Software and any related Documentation and Updates in accordance with the scope of the license defined herein, for the purpose of providing Software Engineering Services to Licensee's Customers (a "License"). Unless otherwise set forth in an Order Schedule, Licensee may install and operate the Software and Updates only on computers owned or leased by Licensee, located at (i) a Licensee Site or (ii) at a Customer location.
- 3. Licensee Obligations.

- 3.1 <u>Representations</u>. Licensee shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning the Products which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Flexera Software to Licensee hereunder. In no event shall Licensee make any representation, warranty or guarantee by or on behalf of Flexera Software. Licensee is not to re-brand or otherwise represent the software as anything other than the product name specified by Flexera Software LLC without express written approval from Flexera Software. This shall include, but not be limited to, reports, splash screens, documentation and all other intellectual property.
- 3.2 <u>Business Practices</u>. Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Flexera Software or its Products and agrees to comply with all applicable federal, state and local laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this Agreement.
- 3.3 <u>Licensee Indemnity</u>. Licensee will defend, indemnify and hold harmless Flexera Software from and against any loss, cost, liability or damage, including attorneys' fees, for which Flexera Software becomes liable arising from or relating to: (a) any breach by Licensee of any term of this Agreement, (b) the issuance by Licensee of any warranty or representation not authorized in writing by Flexera Software or (c) any other act or omission of Licensee in connection with the marketing or distribution of the Software under this Agreement.
- 3.4 <u>Software Engineering Services Site</u>. Upon request, Licensee shall identify the site of the performance of the Software Engineering Services.
- 4. **Trademarks**. Licensee may use Flexera Software's trademarks in connection with the Software. All displays of Flexera Software's trademarks that Licensee intends to use will conform to reasonable guidelines provided from time to time by Flexera Software. Flexera Software will have the right to approve all usage by Licensee of its trademarks. Licensee will not use any of Flexera Software's trademarks in conjunction with another trademark.

Installation EULA - April 2014

The following component(s) is(are) subject to the GNU General Public License v2.0 or later

• JSmooth - 0.9.9-7

Copyright (C) 2003-2007 Rodrigo Reyes

The GNU General Public License (GPL)

Version 2, June 1991

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

Preamble

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

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

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

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

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

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
 - a. Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for

software interchange; or,

- b. Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c. Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution

and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

- You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

• If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

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

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

• If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software

Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License

```
as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.
```

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

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

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

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

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

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

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

signature of Ty Coon, 1 April 1989
Ty Coon, President of Vice
```

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

The following component(s) is(are) subject to the IPTC NewsML Trademark License

• NewsML Document Type Definition - Unspecified

Copyright (c) 2000. All Rights Reserved. International Press Telecommunications Council.

NewsML Document Type Definition Version 1.0

International Press Telecommunications Council
6 October 2000
Copyright (c) IPTC, 2000
All rights reserved
NewsML is a trademark of IPTC

DO NOT REMOVE THESE LICENCE CONDITIONS

LICENCE OF THE IPTC NewsML TRADEMARK TO NON-MEMBERS OF THE IPTC

Use of the IPTC trademark shall be licensed by the IPTC ("the Licensor") to a Non-Member ("the Licensee") in consideration of the following obligations undertaken by the Licensee under the terms of this contract.

- 1. The Licensee recognises the Licensor as the sole owner of the intellectual property protected by the trademark.
- 2. The Licensee recognises that the Licensor has the right to grant licenses of the intellectual property protected by the trademark and has agreed to grant such a licence to the Licensee in the terms set out in this contract.
- 3. The Licensee shall not during the subsistence of this contract or at any future time register to use in its own name as proprietor any of the intellectual property protected by the trademark.
- 4. The Licensee shall not claim any right title or interest in the intellectual property or any part of it save as is granted by this contract.

- 5. The Licensee shall immediately call to the attention of the Licensor the use of any part of the intellectual property by any third party or any activity of any third party which might in the opinion of the Licensee amount to infringement of the rights protected by the trademark.
- 6. The Licensee shall not assign the benefit of this contract or grant any sub-licence without the prior written consent of the Licensor.
- 7. Use of the IPTC trademark is licensed only to those Licensees who comply with the requirements of the official published description of NewsML.
- 8. The Licensee promises to respect the integrity and quality standard of the trademark and shall refrain from all acts and omissions which threaten the integrity of the trademark as a mark of quality.
- 9. The Licensee shall communicate immediately to the IPTC any instances of actual or suspected misuse or non-compliance with the official published description of NewsML which come to the attention of the Licensee.
- 10. The Licensee shall, at the request of the IPTC Management Committee acting unanimously, accede to any reasonable request of the IPTC to inspect the address of the Licensee to verify compliance and each Licensee shall afford to the IPTC such assistance as is requested by the IPTC in response to the latter's reasonable enquiries in instances of suspected non-compliance with the official published description of NewsML requirements.

The Licensee shall from time to time provide the IPTC with the full address of its place of business and that place will be deemed the Licensee's address.

The IPTC reserves the right to terminate the use of the trademark by the Licensee at any time without notice or without the need to give reasons to the Licensee for such termination.

This contract shall be governed and construed in accordance with the laws of England and Wales whose courts shall be courts of competent jurisdiction.

The following component(s) is(are) subject to the LGPL 2.1

• Libmspack - 20060920alpha

Copyright (C) 1991, 1999 Free Software Foundation, Inc.

GNU Lesser General Public License

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

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

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

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a

certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are

outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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

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

- **2.** You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
 - a) The modified work must itself be a software library.
 - b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
 - c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
 - d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a

work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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

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

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

- 7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
 - a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
 - b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
- 8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

- 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.
- 10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.
- 11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

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

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

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

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

in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

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

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "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 LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY 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 LIBRARY (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 LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

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

one line to give the library's name and an idea of what it does. Copyright (C) year name of author

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

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

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in the library 'Frob' (a library for tweaking knobs) written by James Random Hacker.

signature of Ty Coon, 1 April 1990 Ty Coon, President of Vice

That's all there is to it!

The following component(s) is(are) subject to the LGPL 2.1 or later

• LGPL 2.1 or later contributions to sharpsnmplib - Unspecified

Copyright (C) 2008-2010 Malcolm Crowe, Lex Li, and other contributors. Copyright (C) 2010 Lex Li.

Copyright (C) 1991, 1999 Free Software Foundation

GNU Lesser General Public License

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

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

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

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an

advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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

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

- **2.** You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
 - a) The modified work must itself be a software library.
 - b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
 - c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
 - d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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

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

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

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in

isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system,

rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

- 7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
 - a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
 - b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
- 8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library

is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

- 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.
- 10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.
- 11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

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

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

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

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written

in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

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

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "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 LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY 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 LIBRARY (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 LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

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

one line to give the library's name and an idea of what it does. Copyright (C) year name of author

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

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

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in

the library 'Frob' (a library for tweaking knobs) written by James Random Hacker.

signature of Ty Coon, 1 April 1990 Ty Coon, President of Vice

That's all there is to it!

The following component(s) is(are) subject to the MIT License V2

• MIT Contribution to SSH.Net Library - Unspecified

```
Copyright (C) 2010 Novell, Inc (http://www.novell.com)
Copyright (c) 2006 James Kolpack
```

• pipestream - 1.0

Copyright (c) 2006 James Kolpack (james dot kolpack at google mail)

• RELAX NG by Daniel Veillard - Unspecified

Copyright (C) 1998-2012 Daniel Veillard. All Rights Reserved.

Copyright © The Organization for the Advancement of Structured Information Standards [OASIS] 2001. All Rights Reserved.

• sharpsnmplib - 5.2.10703.1

Copyright (C) 2008-2010 Malcolm Crowe, Lex Li, and other contributors Copyright (c) 2007 Weifen Luo

Copyright (c) 2008-2010, Lex Li

Copyright (c) 2007 Weifen Luo (email: weifenluo@yahoo.com)

Copyright (c) 2001-2005 Novell, Inc.

Copyright (C) 2004-2005, 2007 Novell, Inc (http://www.novell.com)

Copyright (C) 2008 Novell (http://www.novell.com)

Copyright (C) The Internet Society (2002)

Copyright (C) The Internet Society (2006)

Copyright (C) The Internet Society (2005)

Copyright (c) 2004-2005 by Cisco Systems, Inc. All rights reserved.

Copyright 2004 Sun Microsystems, Inc. All rights reserved

Copyright (c) 1999-2002 Dell

Copyright (c) 1999, 2000 by cisco Systems, Inc. All rights reserved.

Copyright (c) 1999 Frank Strauss, Technical University of Braunschweig

• Newtonsoft.Json - 6.0.3

Copyright (c) 2007 James Newton-King

The MIT License

Copyright (c) <year> <copyright holders>

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

Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

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

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

The following component(s) is(are) subject to the Microsoft Public License

• Microsoft Contribution to SSH.Net - Unspecified

Copyright (c) Microsoft Corporation.

Microsoft Public License (Ms-PL)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

A "contribution" is the original software, or any additions or changes to the software.

A "contributor" is any person that distributes its contribution under this license.

"Licensed patents" are a contributor's patent claims that read directly on its contribution.

2. Grant of Rights

- A. Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.
- B. Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. Conditions and Limitations

- A. No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.
- B. If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

- C. If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.
- D. If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution.

If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

• The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

The following component(s) is(are) subject to the Microsoft SDK for Windows 2008 License

• Windows SDK for Windows Server 2008 and .NET Framework 3.5 - 6.0.6001.18000.367

Copyright © 2009 Microsoft Corporation. All rights reserved.

MICROSOFT SOFTWARE LICENSE TERMS MICROSOFT WINDOWS SOFTWARE DEVELOPMENT KIT for Windows Server 2008 and .NET Framework 3.5

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS.

- a. **Installation and Use.** One user may install and use any number of copies of the software on your devices to design, develop and test your programs that run on a Microsoft Windows operating system.
- b. **Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs.
- 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Distributable Code.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
 - i. **Right to Use and Distribute.** The code and text files listed below are "Distributable Code."
 - <u>REDIST.TXT Files.</u> You may copy and distribute the object code form of code listed in REDIST.TXT files.
 - <u>Sample Code</u> You may modify, copy, and distribute the source and object code form of code marked as "sample."
 - <u>Microsoft Merge Modules</u> You may copy and distribute the unmodified output of Microsoft Merge Modules.
 - <u>Third Party Distribution</u> You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- b. Distribution Requirements. For any Distributable Code you distribute, you must
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your application;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- c. display your valid copyright notice on your programs;
- d. for Distributable Code from the Windows Media Services SDK portions of the software, include in your program's Help-About box (or in another obvious place if there is no box) the following copyright notice: "Portions utilize Microsoft Windows Media Technologies. Copyright (c) 2006 Microsoft Corporation. All Rights Reserved"

·and

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- Distribution Restrictions. You may not
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft:
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use,

modification or distribution, that

- the code be disclosed or distributed in source code form; or
- others have the right to modify it.
- Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time. You may not use this service in any way that could harm it or impair anyone else's use of it. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.
- MICROSOFT .NET BENCHMARK TESTING The software includes one or more components of the .NET Framework 3.5 (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.
- Scope of License The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.
- CODE GENERATION AND OPTIMIZATION TOOLS. You may not use the code generation or optimization tools in the software (such as compilers, linkers, assemblers, runtime code generators, and code generating design and modeling tools) to create programs, object code, libraries, assemblies, or executables to run on a platform other than Microsoft operating systems, run-time technologies, or application platforms.
- BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software
- **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

- TRANSFER TO A THIRD PARTY. The first user of the software may transfer it, and this agreement, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
- Export Restrictions The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting
- SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.
- Entire Agreement. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- Applicable Law
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- Legal Effect. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
- Disclaimer of Warranty. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- Limitation on and Exclusion of Remedies and Damages. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

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

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or

limitation of incidental, consequential or other damages.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel \tilde{A} ... \mathbb{C} tant distribu \tilde{A} ... \mathbb{C} au Qu \tilde{A} ... \mathbb{C} bec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en fran \tilde{A} ... \hat{A} §ais.

EXONÃ â "RATION DE GARANTIE. Le logiciel visÃ...© par une licence est offert « tel quel ». Toute utilisation de ce logiciel est Ã... votre seule risque et pÃ...©ril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bÃ...©nÃ...©ficier de droits additionnels en vertu du droit local sur la protection dues consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualitÃ...© marchande, d'adÃ...©quation Ã... un usage particulier et d'absence de contrefaÃ...§on sont exclues.

LIMITATION DES DOMMAGES-INTà ⠰Rà ŠTS ET EXCLUSION DE RESPONSABILITà ⠰POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement Ã... hauteur de 5,00 \$ US. Vous ne pouvez prÃ...©tendre Ã... aucune indemnisation pour les autres dommages, y compris les dommages spÃ...©ciaux, indirects ou accessoires et pertes de bÃ...©nÃ...©fices.

Cette limitation concerne :tout ce qui est reli \tilde{A} ... \mathbb{C} au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et les r \tilde{A} ... \mathbb{C} clamations au titre de violation de contrat ou de garantie, ou au titre de responsabilit \tilde{A} ... \mathbb{C} stricte, de n \tilde{A} ... \mathbb{C} gligence ou d'une autre faute dans la limite autoris \tilde{A} ... \mathbb{C} e par la loi en vigueur.

Elle s'applique Ã...©galement, mÃ...Âame si Microsoft connaissait ou devrait connaÃ...®tre l'Ã...©ventualitÃ...© d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilitÃ...© pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas Ã... votre Ã...©gard.

EFFET JURIDIQUE. Le prÃ...©sent contrat dÃ...©crit certains droits juridiques. Vous pourriez avoir d'autres droits prÃ...©vus par les lois de votre pays. Le prÃ...©sent contrat ne modifie pas les droits que vous confÃ...Â"rent les lois de votre pays si celles ci ne le permettent pas.

The following component(s) is(are) subject to the Microsoft Visual Studio 2008 Professional and Trial Editions License

• Visual Studio Autogenerated Code - VS2013

MICROSOFT SOFTWARE LICENSE TERMS MICROSOFT VISUAL STUDIO 2008 PROFESSIONAL EDITION AND TRIAL EDITION

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

1. OVERVIEW.

- a. **Software.** The software includes development tools, software programs and documentation.
- b. License Model. The software is licensed on a per user basis.

2. INSTALLATION AND USE RIGHTS.

- a. **General.** One user may install and use copies of the software to design, develop, test and demonstrate your programs. Testing does not include staging on a server in a production environment, such as loading content prior to production use.
- b. **Included Microsoft Programs.** These license terms apply to all Microsoft programs included with the software. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights.
- c. **Third Party Programs.** The software contains third party programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **User Testing.** Your end users may access the software to perform acceptance tests on your programs.
- b. **Windows Server Terminal Services.** Up to 200 anonymous users at a time may use the Terminal Services feature of the Windows Server software to access Internet demonstrations of your programs. Your demonstration must not use production data.
- c. **Utilities.** The software contains certain components that are identified in the Utilities List located at http://go.microsoft.com/fwlink/?LinkId=100284. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to a total of five (5) machines at any one time. You may use these Utilities only to debug your programs you've developed with the software. You must delete all the Utilities installed onto a machine within the earlier of
 - i. when you have finished debugging your program; or
 - ii. thirty (30) days after installation of the Utilities onto that machine.
- d. **Distributable Code.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
 - i. **Right to Use and Distribute.** The code and text files listed below are "Distributable Code."
 - <u>REDIST.TXT Files.</u> You may copy and distribute the object code form of code listed in REDIST.TXT files, plus any files listed on the REDIST list located at: http://go.microsoft.com/fwlink/?LinkID=100327&clcid=0x409.
 - · <u>Sample Code</u>. You may modify, copy, and distribute the source and object code form of code marked as "sample."
 - · <u>Microsoft Merge Modules.</u> You may copy and distribute the unmodified output of Microsoft Merge Modules.
 - · <u>MFCs</u>, <u>ATLs</u> and <u>CRTs</u>. You may modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLs),

- and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name.
- · <u>Image Library</u>. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- <u>Third Party Distribution</u>. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- ii. Distribution Requirements. For any Distributable Code you distribute, you must
 - · add significant primary functionality to it in your programs;
 - · for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - · distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - · require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - · display your valid copyright notice on your programs; and
 - · indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not

- · alter any copyright, trademark or patent notice in the Distributable Code;
- · use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- · distribute Distributable Code to run on a platform other than Microsoft operating systems, run-time technologies or application platforms;
- · include Distributable Code in malicious, deceptive or unlawful programs; or
- · modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- 4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. Microsoft does not use the information to identify or contact you.

<u>Computer Information.</u> The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- ♦ Windows Update Feature. You may connect new hardware to the device where you installed the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.
- ♦ Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- ♦ Real Simple Syndication ("RSS") Feed. This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.
- b. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
- 5. **TRIAL EDITION SOFTWARE TERMS.** The following terms apply to the Trial Edition software even if there are terms to the contrary in other parts of this agreement:
 - a. **TIME-SENSITIVE SOFTWARE.** If the version of the software is a Trial Edition, the software will stop running ninety days after you install it. You will receive notice before it stops running. You may not be able to access data used with the software when it stops running.
 - b. **DISCLAIMER OF WARRANTY.** THE TRIAL EDITION SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

c. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** FOR THE TRIAL EDITION SOFTWARE, YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- ♦ anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- ♦ claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
 It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.
- 6. **PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.
- 7. **SQL SERVER BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the SQL Server software that accompanies this software.
- 8. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
- 9. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes the .NET Framework component of the Windows operating systems (".NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms:
 - 1. you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s);
 - 2. you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component;
 - 3. your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system;

- 4. it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and
- 5. nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing.

The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

- 10. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.

11. WINDOWS MOBILE COMPONENTS.

- a. You may only use the Windows Mobile components located in the "\Program Files\Windows Mobile 5.0 SDK R2\" directory to create programs that run on Windows Mobile 5.0 software for Pocket PC or Windows Mobile 5.0 software for the Smartphone.
- b. Program Application and Driver Limitations. You may not use or include any of the Windows Mobile components located in the "\Program Files\Windows Mobile 5.0 SDK R2\" directory, nor any components thereof, in the development of any program application, device or system in which a malfunction would result in a foreseeable risk of personal injury, death or severe physical or environmental damage.
- 12. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- 13. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

- 14. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
- 15. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
- 16. **UPGRADE.** If this software is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version. You may use the earlier version only as permitted in the Downgrade clause below.
- 17. **DOWNGRADE.** You may install and use this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you.
- 18. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, and this agreement, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
- 19. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
- 20. **SUPPORT SERVICES.** Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.
- 21. **ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 22. APPLICABLE LAW.
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 23. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

24. **LIMITATION ON AND EXCLUSION OF DAMAGES.** YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

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

It also applies even if

- ♦ repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

LIMITED WARRANTY

- A. **LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.
- B. **TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR
 AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES,
 OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR
 THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER. If the
 first user transfers the software, the remainder of the warranty will apply to the recipient.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

- C. **EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.
- D. **REMEDY FOR BREACH OF WARRANTY.** MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.
- E. **CONSUMER RIGHTS NOT AFFECTED.** YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.
- F. WARRANTY PROCEDURES. You need proof of purchase for warranty service.
 - 1. United States and Canada. For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at
 - ♦ (800) MICROSOFT;
 - ♦ Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
 - ♦ visit www.microsoft.com/info/nareturns.htm.
 - 2. Europe, Middle East and Africa. If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either
 - ♦ Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or ♦ the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).
 - 3. Outside United States, Canada, Europe, Middle East and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).
- G. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM MICROSOFT. MICROSOFT GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, MICROSOFT EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

The following component(s) is(are) subject to the Netscape AS IS License

• mm_menu.js from Netscape - 6.0

Copyright (c) 1997-1999 Netscape Communications Corp. Copyright (c) 2000-2002 Macromedia, Inc.

Copyright (c) 1997-1999 Netscape Communications Corp.

Netscape grants you a royalty free license to use or modify this software provided that this copyright notice appears on all copies. This software is provided "AS IS," without a warranty of any kind.

The following component(s) is(are) subject to the Sun License for J2SDK

• Sun Java Platform Standard Edition SDK (J2SDK) (JDK) - 1.4.2-11

Copyright (c) 1996 Netscape Communications Corporation. All rights reserved. Copyright 2003 Sun Microsystems, Inc. All rights reserved.

Sun Microsystems, Inc.
Binary Code License Agreement
for the
JAVATM 2 SOFTWARE DEVELOPMENT KIT (J2SDK), STANDARD EDITION, VERSION 1.4.2_X

SUN MICROSYSTEMS, INC. ("SUN") IS WILLING TO LICENSE THE SOFTWARE IDENTIFIED BELOW TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS BINARY CODE LICENSE AGREEMENT AND SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT"). PLEASE READ THE AGREEMENT CAREFULLY. BY DOWNLOADING OR INSTALLING THIS SOFTWARE, YOU ACCEPT THE TERMS OF THE AGREEMENT. INDICATE ACCEPTANCE BY SELECTING THE "ACCEPT" BUTTON AT THE BOTTOM OF THE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY ALL THE TERMS, SELECT THE "DECLINE" BUTTON AT THE BOTTOM OF THE AGREEMENT AND THE DOWNLOAD OR INSTALL PROCESS WILL NOT CONTINUE.

- 1.DEFINITIONS. "Software" means the identified above in binary form, any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Sun, and any user manuals, programming guides and other documentation provided to you by Sun under this Agreement. "Programs" mean Java applets and applications intended to run on the Java 2 Platform, Standard Edition (J2SETM platform) platform on Java-enabled general purpose desktop computers and servers.
- 2.LICENSE TO USE. Subject to the terms and conditions of this Agreement, including, but not limited to the Java Technology Restrictions of the Supplemental License Terms, Sun grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally Software complete and unmodified for the sole purpose of running Programs. Additional licenses for developers and/or publishers are granted in the Supplemental License Terms.
- 3.RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its

licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Licensed Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement. Additional restrictions for developers and/or publishers licenses are set forth in the Supplemental License Terms.

4.LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software. Any implied warranties on the Software are limited to 90 days. Some states do not allow limitations on duration of an implied warranty, so the above may not apply to you. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

5.DISCLAIMER OF WARRANTY. UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

6.LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.

7.SOFTWARE UPDATES FROM SUN. You acknowledge that at your request or consent optional features of the Software may download, install, and execute applets, applications, software extensions, and updated versions of the Software from Sun ("Software Updates"), which may require you to accept updated terms and conditions for installation. If additional terms and conditions are not presented on installation, the Software Updates will be considered part of the Software and subject to the terms and conditions of the Agreement.

8.SOFTWARE FROM SOURCES OTHER THAN SUN. You acknowledge that, by your use of optional features of the Software and/or by requesting services that require use of the optional features of the Software, the Software may automatically download, install, and execute software applications from sources other than Sun

- ("Other Software"). Sun makes no representations of a relationship of any kind to licensors of Other Software. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE OTHER SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.
- 9.TERMINATION. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. Upon Termination, you must destroy all copies of Software.
- 10.EXPORT REGULATIONS. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.
- 11.TRADEMARKS AND LOGOS. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at http://www.sun.com/policies/trademarks. Any use you make of the Sun Marks inures to Sun's benefit.
- 12.U.S. GOVERNMENT RESTRICTED RIGHTS. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).
- 13. GOVERNING LAW. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
- 14.SEVERABILITY. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.
- 15.INTEGRATION. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral

or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

SUPPLEMENTAL LICENSE TERMS

These Supplemental License Terms add to or modify the terms of the Binary Code License Agreement. Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Binary Code License Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Binary Code License Agreement, or in any license contained within the Software.

A.Software Internal Use and Development License Grant. Subject to the terms and conditions of this Agreement, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the Software complete and unmodified (unless otherwise specified in the applicable README file) for the purpose of designing, developing, and testing your Programs.

B.License to Distribute Software. Subject to the terms and conditions of this Agreement, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute the Software, provided that (i) you distribute the Software complete and unmodified (unless otherwise specified in the applicable README file) and only bundled as part of, and for the sole purpose of running, your Programs, (ii) the Programs add significant and primary functionality to the Software, (iii) you do not distribute additional software intended to replace any component(s) of the Software (unless otherwise specified in the applicable README file), (iv) you do not remove or alter any proprietary legends or notices contained in the Software, (v) you only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and (vi) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.

C.License to Distribute Redistributables. Subject to the terms and conditions of this Agreement, including but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Software "README" file ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified (unless otherwise specified in the applicable README file), and only bundled as part of Programs, (ii) you do not distribute

additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable README file), (iii) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (iv) you only distribute the Redistributables pursuant to a license agreement that protects Sun's interests consistent with the terms contained in the Agreement, (v) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.

D.Java Technology Restrictions. You may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that you create an additional class and associated API(s) which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers. You may not create, or authorize your licensees to create, additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

E.Distribution by Publishers. This section pertains to your distribution of the Software with your printed book or magazine (as those terms are commonly used in the industry) relating to Java technology ("Publication"). Subject to and conditioned upon your compliance with the restrictions and obligations contained in the Agreement, in addition to the license granted in Paragraph 1 above, Sun hereby grants to you a non-exclusive, nontransferable limited right to reproduce complete and unmodified copies of the Software on electronic media (the "Media") for the sole purpose of inclusion and distribution with your Publication(s), subject to the following terms: (i) You may not distribute the Software on a stand-alone basis; it must be distributed with your Publication(s); (ii) You are responsible for downloading the Software from the applicable Sun web site; (iii) You must refer to the Software as JavaTM 2 Software Development Kit, Standard Edition, Version 1.4.2; (iv) The Software must be reproduced in its entirety and without any modification whatsoever (including, without limitation, the Binary Code License and Supplemental License Terms accompanying the Software and proprietary rights notices contained in the Software); (v) The Media label shall include the following information: Copyright 2003, Sun Microsystems, Inc. All rights reserved. Use is subject to license terms. Sun, Sun Microsystems, the Sun logo, Solaris, Java, the Java Coffee Cup logo, J2SE , and all trademarks and logos based on Java are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries. This information must be placed on the Media label in such a manner as to only apply to the Sun Software; (vi) You must clearly identify the Software as Sun's product on the Media holder or Media label, and you may not state or imply that Sun is responsible for any third-party software contained on the Media; (vii) You may not include any third party software on the Media which is intended to be a replacement or substitute for the Software; (viii) You shall indemnify Sun for all damages arising from

your failure to comply with the requirements of this Agreement. In addition, you shall defend, at your expense, any and all claims brought against Sun by third parties, and shall pay all damages awarded by a court of competent jurisdiction, or such settlement amount negotiated by you, arising out of or in connection with your use, reproduction or distribution of the Software and/or the Publication. Your obligation to provide indemnification under this section shall arise provided that Sun: (i) provides you prompt notice of the claim; (ii) gives you sole control of the defense and settlement of the claim; (iii) provides you, at your expense, with all available information, assistance and authority to defend; and (iv) has not compromised or settled such claim without your prior written consent; and (ix) You shall provide Sun with a written notice for each Publication; such notice shall include the following information: (1) title of Publication, (2) author(s), (3) date of Publication, and (4) ISBN or ISSN numbers. Such notice shall be sent to Sun Microsystems, Inc., 4150 Network Circle, M/S USCA12-110, Santa Clara, California 95054, U.S.A , Attention: Contracts Administration.

F.Source Code. Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement.

G.Third Party Code. Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file. In addition to any terms and conditions of any third party opensource/freeware license identified in the THIRDPARTYLICENSEREADME.txt file, the disclaimer of warranty and limitation of liability provisions in paragraphs 5 and 6 of the Binary Code License Agreement shall apply to all Software in this distribution.

For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A. (LFI#135955/Form ID#011801)

The following component(s) is(are) subject to the W3C Software Notice and License (2002-12-31)

• Project Contribution to libxml2 - Unspecified

Copyright ©1999-2000 BP6.com, All rights reserved. Copyright (c)Microsoft Corporation, 1999

Copyright 1994-99 Wired Digital Inc. All rights reserved.

Copyright (c) 1998-1999 W3C (MIT, INRIA, Keio), All Rights Reserved.

• xml-canonicalizer - 1.0

Copyright © 1994-2001 World Wide Web Consortium, (Massachusetts Institute of Technology, Institut National de Recherche en Informatique et en Automatique, Keio University). All Rights Reserved.

W3C® SOFTWARE NOTICE AND LICENSE

Copyright © 1994-2001 World Wide Web Consortium, (Massachusetts Institute of Technology, Institut National de Recherche en Informatique et en Automatique, Keio University). All Rights Reserved. http://www.w3.org/Consortium/Legal/

This W3C work (including software, documents, or other related items) is being provided by the copyright holders under the following license. By obtaining, using and/or copying this work, you (the licensee) agree that you have read, understood, and will comply with the following terms and conditions:

Permission to use, copy, modify, and distribute this software and its documentation, with or without modification, for any purpose and without fee or royalty is hereby granted, provided that you include the following on ALL copies of the software and documentation or portions thereof, including modifications, that you make:

1. The full text of this NOTICE in a location viewable to users of the redistributed or derivative work.

br>

- 2. Any pre-existing intellectual property disclaimers, notices, or terms and conditions. If none exist, a short notice of the following form (hypertext is preferred, text is permitted) should be used within the body of any redistributed or derivative code: "Copyright © [\$date-of-software] World Wide Web Consortium, (Massachusetts Institute of Technology, Institut National de Recherche en Informatique et en Automatique, Keio University). All Rights Reserved. http://www.w3.org/Consortium/Legal/"
- 3. Notice of any changes or modifications to the W3C files, including the date changes were made. (We recommend you provide URIs to the location from which the code is derived.)

THIS SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

COPYRIGHT HOLDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE SOFTWARE OR DOCUMENTATION.

The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to the software without specific, written prior permission. Title to copyright in this software and any associated documentation will at all times remain with copyright holders.

The following component(s) is(are) subject to the XConsortium License

♦ libxml-annot - 2.9.4

Copyright (C) 1998-2003 Daniel Veillard. All Rights Reserved.

X Consortium License

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 X CONSORTIUM 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.

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

The following component(s) is(are) subject to the libxml2 License

♦ libxml2 - 2.9.4

Copyright (c) IPTC, 2000 Copyright (C) 2003-2012 Daniel Veillard.

Copyright (C) 1998 Bjorn Reese and Daniel Stenberg.

Copyright (C) 2000 Bjorn Reese and Daniel Stenberg.

Copyright (C) 2001 Bjorn Reese and Daniel Stenberg.

Copyright (c) 2000. All Rights Reserved. International Press Telecommunications

Copyright (C) 2002-2010 Aleksey Sanin

♦ libxml2 - contribution from Daniel Viellard - Unspecified

Copyright (C) 1998-2003 Daniel Veillard. All Rights Reserved.

libxml2 License

Except where otherwise noted in the source code (e.g. the files hash.c, list.c and the trio files, which are covered by a similar licence but with different Copyright notices) all the files are:

```
Copyright (C) 1998-2003 Daniel Veillard. 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, 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 DANIEL VEILLARD 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.

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

The following component(s) is(are) subject to the zlib/libpng License

♦ zlib - 1.1.3

Copyright 1995-2005 Jean-loup Gailly

The zlib/libpng License

Copyright (c) <year> <copyright holders>

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.