SoftwareLicenseAgreementAppendix for TSP100 futurePRNT Printer Driver CD



•••••		
General Description		
•••••		

This CD includes other companies' proprietary software products. See below for the license terms of each software.

File Name	Software Name	
Microsoft_VC90_CRT_x86.msm		
policy_9_0_Microsoft_VC90_CRT_x86.msm	Mi AMI IGA 2000 CDI D. C. Pil. (0.0)	
Microsoft_VC90_MFC_x86.msm	Microsoft Visual C++ 2008 SP1 Runtime Files (x86)	
policy_9_0_Microsoft_VC90_MFC_x86.msm		
dotnetfx.exe	Microsoft .NET Framework Version 2.0 Redistributable Package (x86)	
mfc71.dll		
mfc71u.dll		
msvcp71.dll		
msvcr71.dll		
OPOSPOSPrinter.ocx	OPOS Common Control Objects (Printer control object)	
OPOSCashDrawer.ocx	OPOS Common Control Objects (Cash drawer control object)	
xerces-c_2_8.dll	Xerces-C++ 2.8.0 under Apache License Version 2.0	
libxerces-c.so.27	Xerces-C++ 2.7.0 under Apache License Version 2.0	
xercesimpl.jar	Xerces-J 2.6.0 under Apache License Version 1.1	
xml-apis.jar	Xerces-J 2.6.0 under Apache License Version 1.1	
StarLineModeSE.dll	Free Type 2 under Free Type Licence	
FontInfo.dll	Free Type 2 under Free Type Licence	
jcl.jar	JavaPOS Configuration / Loader under Common Public License 1.0	
libcups.so	CUPS under GNU General Public License version 2	
libcupsimage.so	CUPS under GNU General Public License version 2	

Microsoft_VC90_CRT_x86.msm / policy_9_0_Microsoft_VC90_CRT_x86.msm
Microsoft_VC90_MFC_x86.msm / policy_9_0_Microsoft_VC90_MFC_x86.msm
dotnetfx.exe / mfc71.dll / mfc71u.dll / msvcp71.dll / msvcr71.dll

The Copyrights of these 9 files are owned by Microsoft Corporation.

OPOSPOSPrinter.ocx / OPOSCashDrawer.ocx

OPOS Common Control Objects

Copyright (c) 1999-2009; RCS; A Division of NCR; Dayton, Ohio, USA. Developed by Curtiss Monroe.

This software is provided "AS IS", without warranty of any kind, express or implied. In no event shall NCR (including its subsidiaries, employees, and contributors) be held liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use 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. Redistributions of source code, whether original or altered, must retain this license.
- 2. Altered versions of this software -- including, but not limited to, ports to new operating systems or environments, bug fix versions, and rebuilt versions -- must be plainly marked as such and must not be misrepresented as being the original source or binary. Such altered versions also must not be misrepresented as RCS or NCR software releases -- including, but not limited to, labeling of the altered versions with the names "OPOS Common Control Objects" or "OPOS CCOs"

(or any variation thereof, including, but not limited to, different capitalizations).

Xerces-C++ 2.8.0 / Xerces-C++ 2.7.0 under Apache Licnence Version.2.0

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.

NOTICE file corresponding to section 4(d) of the Apache License, Version 2.0, in this case for the Apache Xerces distribution.

This product includes software developed by
The Apache Software Foundation (http://www.apache.org/).

Portions of this software were originally based on the following:

- software copyright (c) 1999, IBM Corporation., http://www.ibm.com.

Xerces-J 2.6.0 under Apache Licnence Version.1.1

Aerces-) 2.0.0 under Apache Lichence version.1.1

/*

* The Apache Software License, Version 1.1

т

*

- * Copyright (c) 1999-2003 The Apache Software Foundation. All rights
- * reserved.

*

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

*

- * 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 "Xerces" 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.

k

*

- * This software consists of voluntary contributions made by many
- * individuals on behalf of the Apache Software Foundation and was

.....

- * originally based on software copyright (c) 1999, International
- * Business Machines, Inc., http://www.ibm.com. For more
- * information on the Apache Software Foundation, please see
- * <http://www.apache.org/>.

*/

Free Type 2 under Free Type Licence

Tree Type 2 under Tree Type Licence

····· start of FTL.TXT ·····

The FreeType Project LICENSE

2002-Apr-11

Copyright 1996-2002 by

David Turner, Robert Wilhelm, and Werner Lemberg

Introduction

The FreeType Project is distributed in several archive packages; some of them may contain, in addition to the FreeType font engine, various tools and contributions which rely on, or relate to, the FreeType Project.

This license applies to all files found in such packages, and

which do not fall under their own explicit license. The license affects thus the FreeType font engine, the test programs, documentation and makefiles, at the very least.

This license was inspired by the BSD, Artistic, and IJG (Independent JPEG Group) licenses, which all encourage inclusion and use of free software in commercial and freeware products alike. As a consequence, its main points are that:

- o We don't promise that this software works. However, we will be interested in any kind of bug reports. ('as is' distribution)
- o You can use this software for whatever you want, in parts or full form, without having to pay us. ('royalty-free' usage)
- o You may not pretend that you wrote this software. If you use it, or only parts of it, in a program, you must acknowledge somewhere in your documentation that you have used the FreeType code. ('credits')

We specifically permit and encourage the inclusion of this software, with or without modifications, in commercial products. We disclaim all warranties covering The FreeType Project and assume no liability related to The FreeType Project.

Finally, many people asked us for a preferred form for a credit/disclaimer to use in compliance with this license. We thus encourage you to use the following text:

,,,,,

Portions of this software are copyright 1996-2002 The FreeType Project (www.freetype.org). All rights reserved.

,,,,,,

Legal Terms

0. Definitions

Throughout this license, the terms 'package', 'FreeType Project', and 'FreeType archive' refer to the set of files originally

distributed by the authors (David Turner, Robert Wilhelm, and Werner Lemberg) as the `FreeType Project', be they named as alpha, beta or final release.

'You' refers to the licensee, or person using the project, where 'using' is a generic term including compiling the project's source code as well as linking it to form a 'program' or 'executable'. This program is referred to as 'a program using the FreeType engine'.

This license applies to all files distributed in the original FreeType Project, including all source code, binaries and documentation, unless otherwise stated in the file in its original, unmodified form as distributed in the original archive. If you are unsure whether or not a particular file is covered by this license, you must contact us to verify this.

The FreeType Project is copyright (C) 1996-2000 by David Turner, Robert Wilhelm, and Werner Lemberg. All rights reserved except as specified below.

1. No Warranty

THE FREETYPE PROJECT IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ANY OF THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY DAMAGES CAUSED BY THE USE OR THE INABILITY TO USE, OF THE FREETYPE PROJECT.

2. Redistribution

This license grants a worldwide, royalty-free, perpetual and irrevocable right and license to use, execute, perform, compile, display, copy, create derivative works of, distribute and sublicense the FreeType Project (in both source and object code forms) and derivative works thereof for any purpose; and to authorize others to exercise some or all of the rights granted herein, subject to the following conditions:

o Redistribution of source code must retain this license file

('FTL.TXT') unaltered; any additions, deletions or changes to the original files must be clearly indicated in accompanying documentation. The copyright notices of the unaltered, original files must be preserved in all copies of source files.

o Redistribution in binary form must provide a disclaimer that states that the software is based in part of the work of the FreeType Team, in the distribution documentation. We also encourage you to put an URL to the FreeType web page in your documentation, though this isn't mandatory.

These conditions apply to any software derived from or based on the FreeType Project, not just the unmodified files. If you use our work, you must acknowledge us. However, no fee need be paid to us.

3. Advertising

Neither the FreeType authors and contributors nor you shall use the name of the other for commercial, advertising, or promotional purposes without specific prior written permission.

We suggest, but do not require, that you use one or more of the following phrases to refer to this software in your documentation or advertising materials: 'FreeType Project', 'FreeType Engine', 'FreeType library', or 'FreeType Distribution'.

As you have not signed this license, you are not required to accept it. However, as the FreeType Project is copyrighted material, only this license, or another one contracted with the authors, grants you the right to use, distribute, and modify it. Therefore, by using, distributing, or modifying the FreeType Project, you indicate that you understand and accept all the terms of this license.

4. Contacts

There are two mailing lists related to FreeType:

o freetype@freetype.org

Discusses general use and applications of FreeType, as well as future and wanted additions to the library and distribution. If you are looking for support, start in this list if you haven't found anything to help you in the documentation.

o devel@freetype.org

Discusses bugs, as well as engine internals, design issues, specific licenses, porting, etc.

o http://www.freetype.org

Holds the current FreeType web page, which will allow you to download our latest development version and read online documentation.

You can also contact us individually at:

end of FTL.TXT

jcl.jar JavaPOS Configuration/Loader under Common Public License 1.0

```
# # The JavaPOS Config/Loader (aka JCL) is now under the CPL license, which # is an OSS Apache-like license. The complete license can be find at:

# http://oss.software.ibm.com/developerworks/opensource/license-cpl.html

# Each of the source files are prepended with the header listed below.

# @author E. Michael Maximilien (maxim@us.ibm.com)

# @since 2.1.0
```

//
// This software is provided "AS IS". The JavaPOS working group (including
// each of the Corporate members, contributors and individuals) MAKES NO
// REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE SOFTWARE,
// EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED
// WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND
// NON-INFRINGEMENT. The JavaPOS working group shall not be liable for
// any damages suffered as a result of using, modifying or distributing this
// software or its derivatives. Permission to use, copy, modify, and distribute
// the software and its documentation for any purpose is hereby granted.
//
// The JavaPOS Config/Loader (aka JCL) is now under the CPL license, which
// is an OSS Apache-like license. The complete license is located at:
// http://oss.software.ibm.com/developerworks/opensource/license-cpl.html
//

CUPS under GNU GENERAL PUBLIC LICENSE Version 2

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

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

Preamble

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

your programs, too.

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

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

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

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

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

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

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

GNU GENERAL PUBLIC LICENSE
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
 - a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
 - b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
 - c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such

interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

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

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

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

original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

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

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

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

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

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among

countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

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

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

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

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER

PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

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

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

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

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

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

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

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

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