



Third Party License Agreements

The MathWorks, Inc. has been granted licenses to distribute certain third-party software for use in its Programs and for Application development with its Programs. As a condition of those licenses, The MathWorks is required to distribute the software subject to specific terms and conditions, which may be different from or additional to those contained in The MathWorks, Inc. Software License Agreement. The current applicable provisions are provided herein.

LICENSES FOR THIRD-PARTY SOFTWARE

I. Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX

ORACLE AMERICA, INC.. ("ORACLE"), FOR AND ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES UNDER COMMON CONTROL, IS WILLING TO LICENSE THE SOFTWARE 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 SELECTING THE "ACCEPT LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND/OR BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND AGREE TO THEM. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, THEN SELECT THE "DECLINE LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND YOU MUST NOT USE THE SOFTWARE ON THIS SITE OR ANY OTHER MEDIA ON WHICH THE SOFTWARE IS CONTAINED.

1. **DEFINITIONS.** "Software" means the identified above in binary form that you selected for download, install or use (in the version You selected for download, install or use) from Oracle or its authorized licensees, 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 Oracle, and any user manuals, programming guides and other documentation provided to you by Oracle under this Agreement. "General Purpose Desktop Computers and Servers" means computers, including desktop and laptop computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of Software in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: Software embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, netbooks, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems are excluded from this definition and not licensed under this Agreement. "Programs" means (a) Java technology applets and applications intended to run on the Java Platform, Standard Edition platform on Java-enabled General Purpose Desktop Computers and Servers, and (b) JavaFX technology applications intended to run on the JavaFX Runtime on JavaFX-enabled General Purpose Desktop Computers and Servers. "Commercial Features" means those features identified in Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. "README File" means the README file for the Software accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.
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, Oracle grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally the Software complete and unmodified for the sole purpose of running Programs. THE LICENSE SET FORTH IN THIS SECTION 2 DOES NOT EXTEND TO THE COMMERCIAL FEATURES. YOUR RIGHTS AND OBLIGATIONS RELATED TO THE COMMERCIAL FEATURE ARE AS SET FORTH IN THE SUPPLEMENTAL TERMS ALONG WITH ADDITIONAL LICENSES FOR DEVELOPERS AND PUBLISHERS.
3. **RESTRICTIONS.** Software is copyrighted. Title to Software and all associated intellectual property rights is retained by Oracle and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that the Software is developed for general use in a variety of information management applications; it is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If you use the Software in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. the design, construction, operation or maintenance of any nuclear facility. Oracle 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 Oracle 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. **DISCLAIMER OF WARRANTY.** THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED .
5. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).
6. **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 Oracle 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.
7. **EXPORT REGULATIONS.** You agree that U.S. export control laws and other applicable export and import laws govern your use of the Software, including technical data; additional information can be found on Oracle's Global Trade Compliance web site (<http://www.oracle.com/products/export>). You agree that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.
8. **TRADEMARKS AND LOGOS.** You acknowledge and agree as between you and Oracle that Oracle owns the ORACLE and JAVA trademarks and all ORACLE- and JAVA-related trademarks, service marks, logos and other brand designations ("Oracle Marks"), and you agree to comply with the Third Party Usage Guidelines for Oracle Trademarks currently located at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>. Any use you make of the Oracle Marks inures to Oracle's benefit.
9. **U.S. GOVERNMENT LICENSE 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 shall be only those set forth in this Agreement.
10. **GOVERNING LAW.** This agreement is governed by the substantive and procedural laws of California. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco, or Santa Clara counties in California in any dispute arising out of or relating to this agreement.
11. **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.
12. **INTEGRATION.** This Agreement is the entire agreement between you and Oracle 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. **COMMERCIAL FEATURES.** You may not use the Commercial Features for running Programs, Java applets or applications in your internal business operations or for any commercial or product purpose, or for any purpose other than as set forth in Sections B, C, D and E of these Supplemental Terms. If You

want to use the Commercial Features for any purpose other than as permitted in this Agreement, You must obtain a separate license from Oracle.

- B. SOFTWARE INTERNAL USE FOR DEVELOPMENT LICENSE GRANT.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the "README" File incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the Software complete and unmodified for the purpose of designing, developing, and testing your Programs.
- C. LICENSE TO DISTRIBUTE SOFTWARE.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the README File, including, but not limited to the Java Technology Restrictions and Limitations on Redistribution of these Supplemental Terms, Oracle 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 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, (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: (a) is a complete, unmodified reproduction of this Agreement; or (b) protects Oracle's interests consistent with terms contained in this Agreement and that includes the notice set forth in Section H, and (vi) you agree to defend and indemnify Oracle 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. The license set forth in this Section C does not extend to the Software identified in Section G.
- D. LICENSE TO DISTRIBUTE REDISTRIBUTABLES.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the README File, including but not limited to the Java Technology Restrictions and Limitations on Redistribution of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the README File ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified, and only bundled as part of Programs, (ii) the Programs add significant and primary functionality to the Redistributables, (iii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable README File), (iv) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (v) you only distribute the Redistributables pursuant to a license agreement that: (a) is a complete, unmodified reproduction of this Agreement; or (b) protects Oracle's interests consistent with the terms contained in the Agreement and includes the notice set forth in Section H, (vi) you agree to defend and indemnify Oracle 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. The license set forth in this Section D does not extend to the Software identified in Section G.
- E. DISTRIBUTION BY PUBLISHERS.** This section pertains to your distribution of the Java™ SE Development Kit Software ("JDK") 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, Oracle hereby grants to you a non-exclusive, nontransferable limited right to reproduce complete and unmodified copies of the JDK 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 JDK on a stand-alone basis; it must be distributed with your Publication(s); (ii) You are responsible for downloading the JDK from the applicable Oracle web site; (iii) You must refer to the JDK as Java™ SE Development Kit; (iv) The JDK must be reproduced in its entirety and without any modification whatsoever (including with respect to all proprietary notices) and distributed with your Publication subject to a license agreement that is a complete, unmodified reproduction of this Agreement; (v) The Media label shall include the following information: Copyright 2011, Oracle America, Inc. All rights reserved. Use is subject to license terms. ORACLE and JAVA trademarks and all ORACLE- and JAVA-related trademarks, service marks, logos and other brand designations are trademarks or registered trademarks of Oracle 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 JDK; (vi) You must clearly identify the JDK as Oracle's product on the Media holder or Media label, and you may not state or imply that Oracle 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 JDK; (viii)

You agree to defend and indemnify Oracle 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 the JDK and/or the Publication; ; and (ix) You shall provide Oracle 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 Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, California 94065 U.S.A , Attention: General Counsel.

- F. **JAVA TECHNOLOGY RESTRICTIONS.** You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun", "oracle" or similar convention as specified by Oracle in any naming convention designation.
- G. **LIMITATIONS ON REDISTRIBUTION.** You may not redistribute or otherwise transfer: (a) JavaFX Runtime prior to version 2.0.2, (b) JavaFX Development Kit prior to version 2.0.2, or (c) any and all patches, bug fixes and updates made available by Oracle through Oracle Premier Support, including those made available under Oracle's Java SE Support program.
- H. **COMMERCIAL FEATURES NOTICE.** For purpose of complying with Supplemental Term Section C (v)(b) and D (v)(b), your license agreement shall include the following notice, where the notice is displayed in a manner that anyone using the Software will see the notice: *Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features in Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>*
- I. **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.
- J. **THIRD PARTY CODE.** Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME file accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. In addition to any terms and conditions of any third party opensource/freeware license identified in the THIRDPARTYLICENSEREADME file, the disclaimer of warranty and limitation of liability provisions in paragraphs 4 and 5 of the Binary Code License Agreement shall apply to all Software in this distribution.
- K. **TERMINATION FOR INFRINGEMENT.** 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.
- L. **INSTALLATION AND AUTO-UPDATE.** The Software's installation and auto-update processes transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects as a result of your Software download at <http://www.com/technetwork/java/javase/documentation/index.html> .

For inquiries please contact: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, California 94065, USA..

Last updated November 30, 2011

ADDITIONAL COPYRIGHT NOTICES AND LICENSE TERMS APPLICABLE TO THIRD PARTY CODE INCLUDED WITH THE JAVA SE PLATFORM PRODUCTS AND JAVAFX SOFTWARE:

DO NOT TRANSLATE OR LOCALIZE.

%% This notice is provided with respect to ASM Bytecode Manipulation Framework v3.1, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Copyright (c) 2000-2005 INRIA, France Telecom
All rights reserved.

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

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

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

--- end of LICENSE ---

%% This notice is provided with respect to CodeViewer 1.0, which is included with JDK 7.

--- begin of LICENSE ---

Copyright 1999 by CoolServlets.com.

Any errors or suggested improvements to this class can be reported as instructed on CoolServlets.com. We hope you enjoy this program... your comments will encourage further development! This software is distributed under the terms of the BSD License. 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.

Neither name of CoolServlets.com 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 COOLSERVLETS.COM 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 AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE."

--- end of LICENSE ---

%% This notice is provided with respect to Cryptix AES 3.2.0, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Cryptix General License

Copyright (c) 1995-2005 The Cryptix Foundation Limited.
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 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.

THIS SOFTWARE IS PROVIDED BY THE CRYPTIX FOUNDATION LIMITED 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 CRYPTIX FOUNDATION LIMITED 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.

--- end of LICENSE ---

%% This notice is provided with respect to CUP Parser Generator for Java 0.10k, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Copyright 1996-1999 by Scott Hudson, Frank Flannery, C. Scott Ananian

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

The authors and their employers disclaim all warranties with regard to this software, including all implied warranties of merchantability and fitness. In no event shall the authors or their employers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of this software.

--- end of LICENSE ---

%% This notice is provided with respect to Document Object Model (DOM) Level 2 & 3, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

W3C SOFTWARE NOTICE AND LICENSE

<http://www.w3.org/Consortium/Legal/2002/copyright-software-20021231>

This work (and included software, documentation such as READMEs, 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 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:

- 1.The full text of this NOTICE in a location viewable to users of the redistributed or derivative work.
- 2.Any pre-existing intellectual property disclaimers, notices, or terms and conditions. If none exist, the W3C Software Short Notice should be included (hypertext is preferred, text is permitted) within the body of any redistributed or derivative code.
- 3.Notice of any changes or modifications to the 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.

This formulation of W3C's notice and license became active on December 31 2002. This version removes the copyright ownership notice such that this license can be used with materials other than those owned by the W3C, reflects that ERCIM is now a host of the W3C, includes references to this specific dated version of the license, and removes the ambiguous grant of "use". Otherwise, this version is the same as the previous version and is written so as to preserve the Free Software Foundation's assessment of GPL compatibility and OSI's certification under the Open Source Definition. Please see our Copyright FAQ for common questions about using materials from our site, including specific terms and conditions for packages like libwww, Amaya, and Jigsaw. Other questions about this notice can be directed to site-policy@w3.org.

--- end of LICENSE ---

%% This notice is provided with respect to Elliptic Curve Cryptography, which is included with JRE 7, JDK 7, and OpenJDK 7.

You are receiving a copy of the Elliptic Curve Cryptography library in source form with the JDK 7 and OpenJDK7 source distributions and as object code in the JRE 7 & JDK 7 runtimes.

In the case of the JRE 7 & JDK 7 runtimes, the terms of the Oracle license do NOT apply to the Elliptic Curve Cryptography library; it is licensed under the following license, separately from Oracle's JDK & JRE. . If you do not wish to install the Elliptic Curve Cryptography library, you may delete the library named libsunec.so (on Solaris and Linux systems) or sunec.dll (on Windows systems) from the JRE bin directory reserved for native libraries.

--- begin of LICENSE ---

GNU LESSER GENERAL PUBLIC LICENSE
Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 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.

GNU LESSER GENERAL PUBLIC LICENSE 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 a brief 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., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 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!

--- end of LICENSE ---

%% This notice is provided with respect to FontConfig 2.5, which is included with JRE 7, JDK 7, and OpenJDK 7 source distributions on Linux and Solaris.

--- begin of LICENSE ---

Copyright © 2001, 2003 Keith Packard

Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of Keith Packard not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Keith Packard makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

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

--- end of LICENSE ---

%% This notice is provided with respect to IAIK PKCS#11 Wrapper, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

IAIK PKCS#11 Wrapper License

Copyright (c) 2002 Graz University of Technology. 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 IAIK of Graz University of Technology."

Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.

4. The names "Graz University of Technology" and "IAIK of Graz University of Technology" must not be used to endorse or promote products derived from this software without prior written permission.
5. Products derived from this software may not be called "IAIK PKCS Wrapper", nor may "IAIK" appear in their name, without prior written permission of Graz University of Technology.

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 LICENSOR 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.

--- end of LICENSE ---

%% This notice is provided with respect to ICU4C 4.0.1 and ICU4J 4.4, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Copyright (c) 1995-2010 International Business Machines Corporation and others

All rights reserved.

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

permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

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

All trademarks and registered trademarks mentioned herein are the property of their respective owners.

--- end of LICENSE ---

%% This notice is provided with respect to IJG JPEG 6b, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

This software is copyright (C) 1991-1998, Thomas G. Lane. All Rights Reserved except as specified below.

Permission is hereby granted to use, copy, modify, and distribute this software (or portions thereof) for any purpose, without fee, subject to these conditions: (1) If any part of the source code for this software is distributed, then this README file must be included, with this copyright and no-warranty notice unaltered; and any additions, deletions, or changes to the original files must be clearly indicated in accompanying documentation. (2) If only executable code is distributed, then the accompanying documentation must state that "this software is based in part on the work of the Independent JPEG Group". (3) Permission for use of this software is granted only if the user accepts full responsibility for any undesirable consequences; the authors accept NO LIABILITY for damages of any kind.

These conditions apply to any software derived from or based on the IJG code, not just to the unmodified library. If you use our work, you ought to acknowledge us.

Permission is NOT granted for the use of any IJG author's name or company name in advertising or publicity relating to this software or products derived from it. This software may be referred to only as "the Independent JPEG Group's software".

We specifically permit and encourage the use of this software as the basis of commercial products, provided that all warranty or liability claims are assumed by the product vendor.

--- end of LICENSE ---

%% This notice is provided with respect to JOpt-Simple v3.0, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Copyright (c) 2004-2009 Paul R. Holser, Jr.

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.

--- end of LICENSE ---

%% This notice is provided with respect to Kerberos functionality, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

(C) Copyright IBM Corp. 1999 All Rights Reserved.
Copyright 1997 The Open Group Research Institute. All rights reserved.

--- end of LICENSE ---

%% This notice is provided with respect to Kerberos functionality from FundsXpress, INC., which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Copyright (C) 1998 by the FundsXpress, INC.

All rights reserved.

Export of this software from the United States of America may require a specific license from the United States Government. It is the responsibility of any person or organization contemplating export to obtain such a license before exporting.

WITHIN THAT CONSTRAINT, permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of FundsXpress. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. FundsXpress makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

THIS SOFTWARE IS PROVIDED ``AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

--- end of LICENSE ---

%% This notice is provided with respect to Kronos OpenGL headers, which is included with JDK 7 and OpenJDK 7 source distributions.

--- begin of LICENSE ---

Copyright (c) 2007 The Khronos Group Inc.

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

THE MATERIALS ARE 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 MATERIALS OR THE USE OR OTHER DEALINGS IN THE MATERIALS.

--- end of LICENSE ---

%% Portions Copyright Eastman Kodak Company 1992

%% This notice is provided with respect to libpng 1.5.4, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

This copy of the libpng notices is provided for your convenience. In case of any discrepancy between this copy and the notices in the file png.h that is included in the libpng distribution, the latter shall prevail.

COPYRIGHT NOTICE, DISCLAIMER, and LICENSE:

If you modify libpng you may insert additional notices immediately following this sentence.

This code is released under the libpng license.

libpng versions 1.2.6, August 15, 2004, through 1.5.4, July 7, 2011, are Copyright (c) 2004, 2006-2011 Glenn Randers-Pehrson, and are distributed according to the same disclaimer and license as libpng-1.2.5 with the following individual added to the list of Contributing Authors

Cosmin Truta

libpng versions 1.0.7, July 1, 2000, through 1.2.5 - October 3, 2002, are Copyright (c) 2000-2002 Glenn Randers-Pehrson, and are distributed according to the same disclaimer and license as libpng-1.0.6 with the following individuals added to the list of Contributing Authors

Simon-Pierre Cadieux
Eric S. Raymond
Gilles Vollant

and with the following additions to the disclaimer:

There is no warranty against interference with your enjoyment of the library or against infringement.
There is no warranty that our efforts or the library will fulfill any of your particular purposes or needs.
This library is provided with all faults, and the entire risk of satisfactory quality, performance, accuracy, and effort is with the user.

libpng versions 0.97, January 1998, through 1.0.6, March 20, 2000, are Copyright (c) 1998, 1999 Glenn Randers-Pehrson, and are distributed according to the same disclaimer and license as libpng-0.96, with the following individuals added to the list of Contributing Authors:

Tom Lane
Glenn Randers-Pehrson
Willem van Schaik

libpng versions 0.89, June 1996, through 0.96, May 1997, are Copyright (c) 1996, 1997 Andreas Dilger
Distributed according to the same disclaimer and license as libpng-0.88, with the following individuals added to the list of Contributing Authors:

John Bowler

Kevin Bracey
Sam Bushell
Magnus Holmgren
Greg Roelofs
Tom Tanner

libpng versions 0.5, May 1995, through 0.88, January 1996, are Copyright (c) 1995, 1996 Guy Eric Schalnat, Group 42, Inc.

For the purposes of this copyright and license, "Contributing Authors" is defined as the following set of individuals:

Andreas Dilger
Dave Martindale
Guy Eric Schalnat
Paul Schmidt
Tim Wegner

The PNG Reference Library is supplied "AS IS". The Contributing Authors and Group 42, Inc. disclaim all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The Contributing Authors and Group 42, Inc. assume no liability for direct, indirect, incidental, special, exemplary, or consequential damages, which may result from the use of the PNG Reference Library, even if advised of the possibility of such damage.

Permission is hereby granted to use, copy, modify, and distribute this source code, or portions hereof, for any purpose, without fee, subject to the following restrictions:

1. The origin of this source code must not be misrepresented.
2. Altered versions must be plainly marked as such and must not be misrepresented as being the original source.
3. This Copyright notice may not be removed or altered from any source or altered source distribution.

The Contributing Authors and Group 42, Inc. specifically permit, without fee, and encourage the use of this source code as a component to supporting the PNG file format in commercial products. If you use this source code in a product, acknowledgment is not required but would be appreciated.

A "png_get_copyright" function is available, for convenient use in "about" boxes and the like:

```
printf("%s",png_get_copyright(NULL));
```

Also, the PNG logo (in PNG format, of course) is supplied in the files "pngbar.png" and "pngbar.jpg (88x31) and "pngnow.png" (98x31).

Libpng is OSI Certified Open Source Software. OSI Certified Open Source is a certification mark of the Open Source Initiative.

Glenn Randers-Pehrson
glennrp at users.sourceforge.net
July 7, 2011

--- end of LICENSE ---

%% This notice is provided with respect to libungif 4.1.3, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

The GIFLIB distribution is Copyright (c) 1997 Eric S. Raymond

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.

--- end of LICENSE ---

%% This notice is provided with respect to Little CMS 2.0, which is included with OpenJDK 7.

--- begin of LICENSE ---

Little CMS
Copyright (c) 1998-2010 Marti Maria Saguer

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.

--- end of LICENSE ---

%% Lucida is a registered trademark or trademark of Bigelow & Holmes in the U.S. and other countries.

%% This notice is provided with respect to Mesa 3D Graphics Library v4.1, which is included with JRE 7, JDK 7, and OpenJDK 7 source distributions.

--- begin of LICENSE ---

Mesa 3-D graphics library
Version: 4.1

Copyright (C) 1999-2002 Brian Paul 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 BRIAN PAUL 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.

--- end of LICENSE ---

%% This notice is provided with respect to PC/SC Lite for Suse Linux v.1.1.1, which is included with JRE 7, JDK 7, and OpenJDK 7 on Linux and Solaris.

--- begin of LICENSE ---

Copyright (c) 1999-2004 David Corcoran <corcoran@linuxnet.com>
Copyright (c) 1999-2004 Ludovic Rousseau <ludovic.rousseau (at) free.fr>
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:
David Corcoran <corcoran@linuxnet.com>
<http://www.linuxnet.com> (MUSCLE)
4. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

Changes to this license can be made only by the copyright author with explicit written consent.

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

--- end of LICENSE ---

%% This notice is provided with respect to Relax NG Object/Parser v.20050510, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Copyright (c) Kohsuke Kawaguchi

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.

--- end of LICENSE ---

%% This notice is provided with respect to RelaxNGCC v1.12, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Copyright (c) 2000-2003 Daisuke Okajima and Kohsuke Kawaguchi. 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 Daisuke Okajima and Kohsuke Kawaguchi (<http://relaxngcc.sf.net/>)."

Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.

4. The names of the copyright holders must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact the copyright holders.
5. Products derived from this software may not be called "RELAXNGCC", nor may "RELAXNGCC" appear in their name, without prior written permission of the copyright holders.

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.

--- end of LICENSE ---

%% This notice is provided with respect to Mozilla Rhino v1.7R3, which is included with JRE 7, JDK 7, and OpenJDK 7

--- begin of LICENSE ---

MOZILLA PUBLIC LICENSE
Version 1.1

1. Definitions.

1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.8.1. "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 any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "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.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. 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. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(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 Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

(c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code 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 Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

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 Code 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 makes Commercial Use of the Covered Code.

(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) separate from the Contributor Version; 3) 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 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. 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 than 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.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under 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 version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version 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 any 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.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code 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 Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE 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 CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE 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 CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. 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. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses

granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. 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 CODE, 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 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.

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" 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 Code with only those rights set forth herein.

11. 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 California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, 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.

12. 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.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the NPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

EXHIBIT A - Mozilla Public License.

``The contents of this file are subject to the Mozilla Public License Version 1.1 (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.mozilla.org/MPL/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is _____.

The Initial Developer of the Original Code is _____.
Portions created by _____ are Copyright (C) _____
_____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[] License"), in which case the provisions of [] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [] License."

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

--- end of LICENSE ---

%% This notice is provided with respect to SAX 2.0.1, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

SAX is free!

In fact, it's not possible to own a license to SAX, since it's been placed in the public domain.

No Warranty

Because SAX is released to the public domain, there is no warranty for the design or for the software implementation, to the extent permitted by applicable law. Except when otherwise stated in writing the copyright holders and/or other parties provide SAX "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 SAX is with you. Should SAX 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 SAX, be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use SAX (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 SAX to operate with any other programs), even if such holder or other party has been advised of the possibility of such damages.

Copyright Disclaimers

This page includes statements to that effect by David Megginson, who would have been able to claim copyright for the original work. SAX 1.0

Version 1.0 of the Simple API for XML (SAX), created collectively by the membership of the XML-DEV mailing list, is hereby released into the public domain.

No one owns SAX: you may use it freely in both commercial and non-commercial applications, bundle it with your software distribution, include it on a CD-ROM, list the source code in a book, mirror the documentation at your own web site, or use it in any other way you see fit.

David Megginson, sax@megginson.com 1998-05-11

SAX 2.0

I hereby abandon any property rights to SAX 2.0 (the Simple API for XML), and release all of the SAX 2.0 source code, compiled code, and documentation contained in this distribution into the Public Domain. SAX comes with NO WARRANTY or guarantee of fitness for any purpose.

David Megginson, david@megginson.com 2000-05-05

--- end of LICENSE ---

%% This notice is provided with respect to SoftFloat version 2b, which is included with JRE 7, JDK 7, and OpenJDK 7 on Linux/ARM.

--- begin of LICENSE ---

Use of any of this software is governed by the terms of the license below:

SoftFloat was written by me, John R. Hauser. This work was made possible in part by the International Computer Science Institute, located at Suite 600, 1947 Center Street, Berkeley, California 94704. Funding was partially provided by the National Science Foundation under grant MIP-9311980. The original version of this code was written as part of a project to build a fixed-point vector processor in collaboration with the University of California at Berkeley, overseen by Profs. Nelson Morgan and John Wawrzynek.

THIS SOFTWARE IS DISTRIBUTED AS IS, FOR FREE. Although reasonable effort has been made to avoid it, THIS SOFTWARE MAY CONTAIN FAULTS THAT WILL AT TIMES RESULT IN INCORRECT BEHAVIOR. USE OF THIS SOFTWARE IS RESTRICTED TO PERSONS AND ORGANIZATIONS WHO CAN AND WILL TAKE FULL RESPONSIBILITY FOR ALL LOSSES, COSTS, OR OTHER PROBLEMS THEY INCUR DUE TO THE SOFTWARE, AND WHO FURTHERMORE EFFECTIVELY INDEMNIFY JOHN HAUSER AND THE INTERNATIONAL COMPUTER SCIENCE INSTITUTE (possibly via similar legal warning) AGAINST ALL LOSSES, COSTS, OR OTHER PROBLEMS INCURRED BY THEIR CUSTOMERS AND CLIENTS DUE TO THE SOFTWARE.

Derivative works are acceptable, even for commercial purposes, provided that the minimal documentation requirements stated in the source code are satisfied.

--- end of LICENSE ---

%% Portions licensed from Taligent, Inc.

%% This notice is provided with respect to Thai Dictionary, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Copyright (C) 1982 The Royal Institute, Thai Royal Government.

Copyright (C) 1998 National Electronics and Computer Technology Center, National Science and Technology Development Agency, Ministry of Science Technology and Environment, Thai Royal Government.

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.

--- end of LICENSE ---

%% This notice is provided with respect to Unicode 6.0.0, CLDR v1.4.1, & CLDR v1.9, which is included with JRE 7, JDK 7, and OpenJDK 7.

--- begin of LICENSE ---

Unicode Terms of Use

For the general privacy policy governing access to this site, see the Unicode Privacy Policy. For trademark usage, see the Unicode® Consortium Name and Trademark Usage Policy.

A. Unicode Copyright.

1. Copyright © 1991-2011 Unicode, Inc. All rights reserved.

2. Certain documents and files on this website contain a legend indicating that "Modification is permitted." Any person is hereby authorized, without fee, to modify such documents and files to create derivative works conforming to the Unicode® Standard, subject to Terms and Conditions herein.

3. Any person is hereby authorized, without fee, to view, use, reproduce, and distribute all documents and files solely for informational purposes in the creation of products supporting the Unicode Standard, subject to the Terms and Conditions herein.

4. Further specifications of rights and restrictions pertaining to the use of the particular set of data files known as the "Unicode Character Database" can be found in Exhibit 1.

5. Each version of the Unicode Standard has further specifications of rights and restrictions of use. For the book editions (Unicode 5.0 and earlier), these are found on the back of the title page. The online code charts carry specific restrictions. All other files, including online documentation of the core specification for Unicode 6.0 and later, are covered under these general Terms of Use.

6. No license is granted to "mirror" the Unicode website where a fee is charged for access to the "mirror" site.

7. Modification is not permitted with respect to this document. All copies of this document must be verbatim.

B. Restricted Rights Legend. Any technical data or software which is licensed to the United States of America, its agencies and/or instrumentalities under this Agreement is commercial technical data or commercial computer software developed exclusively at private expense as defined in FAR 2.101, or DFARS 252.227-7014 (June 1995), as applicable. For technical data, use, duplication, or disclosure by the Government is subject to restrictions as set forth in DFARS 202.227-7015 Technical Data, Commercial and Items (Nov 1995) and this Agreement. For Software, in accordance with FAR 12-212 or DFARS 227-7202, as applicable, use, duplication or disclosure by the Government is subject to the restrictions set forth in this Agreement.

C. Warranties and Disclaimers.

1. This publication and/or website may include technical or typographical errors or other inaccuracies. Changes are periodically added to the information herein; these changes will be incorporated in new editions of the publication and/or website. Unicode may make improvements and/or changes in the product(s) and/or program(s) described in this publication and/or website at any time.

2. If this file has been purchased on magnetic or optical media from Unicode, Inc. the sole and exclusive remedy for any claim will be exchange of the defective media within ninety (90) days of original purchase.

3. EXCEPT AS PROVIDED IN SECTION C.2, THIS PUBLICATION AND/OR SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. UNICODE AND ITS LICENSORS ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THIS PUBLICATION AND/OR SOFTWARE OR OTHER DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS PUBLICATION OR THE UNICODE WEBSITE.

D. Waiver of Damages. In no event shall Unicode or its licensors be liable for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever, whether or not Unicode was advised of the possibility of the damage, including, without limitation, those resulting from the following: loss of use, data or profits, in connection with the use, modification or distribution of this information or its derivatives.

E. Trademarks & Logos.

1. The Unicode Word Mark and the Unicode Logo are trademarks of Unicode, Inc. "The Unicode Consortium" and "Unicode, Inc." are trade names of Unicode, Inc. Use of the information and materials found on this website indicates your acknowledgement of Unicode, Inc.'s exclusive worldwide rights in the Unicode Word Mark, the Unicode Logo, and the Unicode trade names.

2. The Unicode Consortium Name and Trademark Usage Policy ("Trademark Policy") are incorporated herein by reference and you agree to abide by the provisions of the Trademark Policy, which may be changed from time to time in the sole discretion of Unicode, Inc.

3. All third party trademarks referenced herein are the property of their respective owners.

Miscellaneous.

1. Jurisdiction and Venue. This server is operated from a location in the State of California, United States of America. Unicode makes no representation that the materials are appropriate for use in other locations. If you access this server from other locations, you are responsible for compliance with local laws. This Agreement, all use of this site and any claims and damages resulting from use of this site are governed solely by the laws of the State of California without regard to any principles which would apply the laws of a different jurisdiction. The user agrees that any disputes regarding this site shall be resolved solely in the courts located in Santa Clara County, California. The user agrees said courts have personal jurisdiction and agree to waive any right to transfer the dispute to any other forum.

2. Modification by Unicode. Unicode shall have the right to modify this Agreement at any time by posting it to this site. The user may not assign any part of this Agreement without Unicode's prior written consent.

3. Taxes. The user agrees to pay any taxes arising from access to this website or use of the information herein, except for those based on Unicode's net income.

4. Severability. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

EXHIBIT 1

UNICODE, INC. LICENSE AGREEMENT - DATA FILES AND SOFTWARE

Unicode Data Files include all data files under the directories <http://www.unicode.org/Public/>, <http://www.unicode.org/reports/>, and <http://www.unicode.org/cldr/data/>. Unicode Data Files do not include PDFonline code charts under the directory <http://www.unicode.org/Public/>. Software includes any source code published in the Unicode Standard or under the directories <http://www.unicode.org/Public/>, <http://www.unicode.org/reports/>, and <http://www.unicode.org/cldr/data/>.

NOTICE TO USER: Carefully read the following legal agreement. BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING UNICODE INC.'S DATA FILES ("DATA FILES"), AND/OR SOFTWARE ("SOFTWARE"), YOU UNEQUIVOCALLY ACCEPT, AND AGREE TO BE BOUND BY, ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY, DISTRIBUTE OR USE THE DATA FILES OR SOFTWARE.

COPYRIGHT AND PERMISSION NOTICE

Copyright © 1991-2011 Unicode, Inc. All rights reserved. Distributed under the Terms of Use in <http://www.unicode.org/copyright.html>.

Permission is hereby granted, free of charge, to any person obtaining a copy of the Unicode data files and any associated documentation (the "Data Files") or Unicode software and any associated documentation (the "Software") to deal in the Data Files or Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Data Files or Software, and to permit persons to whom the Data Files or Software are furnished to do so, provided that (a) the above copyright notice(s) and this permission notice appear with all copies of the Data Files or Software, (b) both the above copyright notice(s) and this permission notice appear in associated documentation, and (c) there is clear

notice in each modified Data File or in the Software as well as in the documentation associated with the Data File(s) or Software that the data or software has been modified.

THE DATA FILES AND SOFTWARE ARE 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 OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA FILES OR SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in these Data Files or Software without prior written authorization of the copyright holder.

Unicode and the Unicode logo are trademarks of Unicode, Inc. in the United States and other countries. All third party trademarks referenced herein are the property of their respective owners.

--- end of LICENSE ---

%% This notice is provided with respect to UPX v3.01, which is included with JRE 7 on Windows.

--- begin of LICENSE ---

Use of any of this software is governed by the terms of the license below:

```
00000 000 000000000. 0000000 00000
`888' `8' `888 `Y88. `8888 d8'
888 8 888 .d88' Y888..8P
888 8 88800088P' `8888'
888 8 888 .8PY888.
`88. .8' 888 d8' `888b
`YbodP' o888o o888o o88888o
```

The Ultimate Packer for eXecutables
Copyright (c) 1996-2000 Markus Oberhumer & Laszlo Molnar
<http://wilderdsau.idv.uni-linz.ac.at/mfx/upx.html>
<http://www.nexus.hu/upx>
<http://upx.tsx.org>

PLEASE CAREFULLY READ THIS LICENSE AGREEMENT, ESPECIALLY IF YOU PLAN TO MODIFY THE UPX SOURCE CODE OR USE A MODIFIED UPX VERSION.

ABSTRACT =====

UPX and UCL are copyrighted software distributed under the terms of the GNU General Public License (hereinafter the "GPL").

The stub which is imbedded in each UPX compressed program is part of UPX and UCL, and contains code that is under our copyright. The terms of the GNU General Public License still apply as compressing a program is a special form of linking with our stub.

As a special exception we grant the free usage of UPX for all executables, including commercial programs. See below for details and restrictions.

COPYRIGHT =====

UPX and UCL are copyrighted software. All rights remain with the authors.

UPX is Copyright (C) 1996-2000 Markus Franz Xavier Johannes Oberhumer
UPX is Copyright (C) 1996-2000 Laszlo Molnar

UCL is Copyright (C) 1996-2000 Markus Franz Xavier Johannes Oberhumer

GNU GENERAL PUBLIC LICENSE

=====

UPX and the UCL library are free software; you can redistribute them and/or modify them 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.

UPX and UCL are distributed in the hope that they 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; see the file COPYING.

SPECIAL EXCEPTION FOR COMPRESSED EXECUTABLES

=====

The stub which is imbedded in each UPX compressed program is part of UPX and UCL, and contains code that is under our copyright. The terms of the GNU General Public License still apply as compressing a program is a special form of linking with our stub.

Hereby Markus F.X.J. Oberhumer and Laszlo Molnar grant you special permission to freely use and distribute all UPX compressed programs (including commercial ones), subject to the following restrictions:

1. You must compress your program with a completely unmodified UPX version; either with our precompiled version, or (at your option) with a self compiled version of the unmodified UPX sources as distributed by us.
2. This also implies that the UPX stub must be completely unmodified, i.e. the stub imbedded in your compressed program must be byte-identical to the stub that is produced by the official unmodified UPX version.
3. The decompressor and any other code from the stub must exclusively get used by the unmodified UPX stub for decompressing your program at program startup. No portion of the stub may get read, copied, called or otherwise get used or accessed by your program.

ANNOTATIONS

=====

- You can use a modified UPX version or modified UPX stub only for programs that are compatible with the GNU General Public License.

- We grant you special permission to freely use and distribute all UPX compressed programs. But any modification of the UPX stub (such as, but not limited to, removing our copyright string or making your program non-decompressible) will immediately revoke your right to use and distribute a UPX compressed program.

- UPX is not a software protection tool; by requiring that you use the unmodified UPX version for your proprietary programs we make sure that any user can decompress your program. This protects both you and your users as nobody can hide malicious code - any program that cannot be decompressed is highly suspicious by definition.

- You can integrate all or part of UPX and UCL into projects that are compatible with the GNU GPL, but obviously you cannot grant any special exceptions beyond the GPL for our code in your project.

- We want to actively support manufacturers of virus scanners and similar security software. Please contact us if you would like to incorporate parts of UPX or UCL into such a product.

Markus F.X.J. Oberhumer
markus.oberhumer@jk.uni-linz.ac.at

Laszlo Molnar
ml1050@cdata.tvnet.hu

Linz, Austria, 25 Feb 2000

Additional License(s)

The UPX license file is at <http://upx.sourceforge.net/upx-license.html>.

--- end of LICENSE ---

%% This notice is provided with respect to XFree86-VidMode Extension 1.0, which is included with JRE 7, JDK 7, and OpenJDK 7 on Linux and Solaris.

--- begin of LICENSE ---

Version 1.1 of XFree86 ProjectLicence.

Copyright (C) 1994-2004 The XFree86 Project, Inc. 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:

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, and in the same place and form as other copyright, license and disclaimer information.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by The XFree86 Project, Inc. (<http://www.xfree86.org/>) and its contributors", in the same place and form as other third-party acknowledgments. Alternately, this acknowledgment may appear in the software itself, in the same form and location as other such third-party acknowledgments.
4. Except as contained in this notice, the name of The XFree86 Project, Inc. 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 XFree86 Project, Inc.

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 XFREE86 PROJECT, INC 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.

--- end of LICENSE ---

%% This notice is provided with respect to X Window System 6.8.2, which is included with JRE 7, JDK 7, and OpenJDK 7 on Linux and Solaris.

--- begin of LICENSE ---

Licenses

1. Introduction

The X.org Foundation X Window System distribution is a compilation of code and documentation from many sources. This document is intended primarily as a guide to the licenses used in the distribution: you must check each file and/or package for precise redistribution terms. None-the-less, this summary may be useful to many users. No software incorporating the XFree86 1.1 license has been incorporated.

This document is based on the compilation from XFree86.

2. XFree86 License

XFree86 code without an explicit copyright is covered by the following copyright/license:

Copyright (C) 1994-2003 The XFree86 Project, Inc. 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 XFREE86 PROJECT 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 XFree86 Project 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 XFree86 Project.

3. Other Licenses

Portions of code are covered by the following licenses/copyrights. See individual files for the copyright dates.

3.1. X/MIT Copyrights

3.1.1. X Consortium

Copyright (C) <date> X Consortium

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.

X Window System is a trademark of X Consortium, Inc.

3.1.2. The Open Group

Copyright <date> The Open Group

Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation.

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 OPEN GROUP 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 Open Group 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 Open Group.

3.2. Berkeley-based copyrights:

o

3.2.1. General

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 name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

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

3.2.2. UCB/LBL

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

This software was developed by the Computer Systems Engineering group at Lawrence Berkeley Laboratory under DARPA contract BG 91-66 and contributed to Berkeley.

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, Lawrence Berkeley Laboratory.

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, 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.

3.2.3. The NetBSD Foundation, Inc.

Copyright (c) 2003 The NetBSD Foundation, Inc. All rights reserved.

This code is derived from software contributed to The NetBSD Foundation by Ben Collver
<collver1@attbi.com>

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 NetBSD Foundation, Inc. and its contributors.

4. Neither the name of The NetBSD Foundation 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 NETBSD FOUNDATION, INC. 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 FOUNDATION 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.

3.2.4. Theodore Ts'o.

Copyright Theodore Ts'o, 1994, 1995, 1996, 1997, 1998, 1999. 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, and the entire permission notice in its entirety, including the disclaimer of warranties.

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 name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. IN NO EVENT SHALL THE AUTHOR 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 NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3.2.5. Theo de Raadt and Damien Miller

Copyright (c) 1995,1999 Theo de Raadt. All rights reserved. Copyright (c) 2001-2002 Damien Miller. 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.

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

3.2.6. Todd C. Miller

Copyright (c) 1998 Todd C. Miller <Todd.Miller@courtesan.com>

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.

THE SOFTWARE IS PROVIDED "AS IS" AND TODD C. MILLER DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL TODD C. MILLER 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.

3.2.7. Thomas Winischhofer

Copyright (C) 2001-2004 Thomas Winischhofer

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 name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS" AND ANY 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 AUTHOR 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.

3.3. NVIDIA Corp

Copyright (c) 1996 NVIDIA, Corp. All rights reserved.

NOTICE TO USER: The source code is copyrighted under U.S. and international laws. NVIDIA, Corp. of Sunnyvale, California owns the copyright and as design patents pending on the design and interface of the NV chips. Users and possessors of this source code are hereby granted a nonexclusive, royalty-free copyright and design patent license to use this code in individual and commercial software.

Any use of this source code must include, in the user documentation and internal comments to the code, notices to the end user as follows:

Copyright (c) 1996 NVIDIA, Corp. NVIDIA design patents pending in the U.S. and foreign countries.

NVIDIA, CORP. MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THIS SOURCE CODE FOR ANY PURPOSE. IT IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. NVIDIA, CORP. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOURCE CODE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NVIDIA, CORP. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, 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 SOURCE CODE.

3.4. GLX Public License

GLX PUBLIC LICENSE (Version 1.0 (2/11/99)) ("License")

Subject to any third party claims, Silicon Graphics, Inc. ("SGI") hereby grants permission to Recipient (defined below), under Recipient's copyrights in the Original Software (defined below), to use, copy, modify, merge, publish, distribute, sublicense and/or sell copies of Subject Software (defined below), and to permit persons to whom the Subject Software is furnished in accordance with this License to do the same, subject to all of the following terms and conditions, which Recipient accepts by engaging in any such use, copying, modifying, merging, publishing, distributing, sublicensing or selling:

1. Definitions.

(a) "Original Software" means source code of computer software code which is described in Exhibit A as Original Software.

(b) "Modifications" means any addition to or deletion from the substance or structure of either the Original Software or any previous Modifications. When Subject Software is released as a series of files, a Modification means (i) any addition to or deletion from the contents of a file containing Original Software or previous Modifications and (ii) any new file that contains any part of the Original Code or previous Modifications.

(c) "Subject Software" means the Original Software or Modifications or the combination of the Original Software and Modifications, or portions of any of the foregoing.

(d) "Recipient" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "Recipient" includes any entity which controls, is controlled by, or is

under common control with Recipient. For purposes of this definition, "control" of an entity means (a) the power, direct or indirect, to direct or manage such entity, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Redistribution of Source Code Subject to These Terms. Redistributions of Subject Software in source code form must retain the notice set forth in Exhibit A, below, in every file. A copy of this License must be included in any documentation for such Subject Software where the recipients' rights relating to Subject Software are described. Recipient may distribute the source code version of Subject Software under a license of Recipient's choice, which may contain terms different from this License, provided that (i) Recipient is in compliance with the terms of this License, and (ii) the license terms include this Section 2 and Sections 3, 4, 7, 8, 10, 12 and 13 of this License, which terms may not be modified or superseded by any other terms of such license. If Recipient distributes the source code version under a different license Recipient must make it absolutely clear that any terms which differ from this License are offered by Recipient alone, not by SGI. Recipient hereby agrees to indemnify SGI for any liability incurred by SGI as a result of any such terms Recipient offers.

3. Redistribution in Executable Form. The notice set forth in Exhibit A must be conspicuously included in any notice in an executable version of Subject Software, related documentation or collateral in which Recipient describes the user's rights relating to the Subject Software. Recipient may distribute the executable version of Subject Software under a license of Recipient's choice, which may contain terms different from this License, provided that (i) Recipient is in compliance with the terms of this License, and (ii) the license terms include this Section 3 and Sections 4, 7, 8, 10, 12 and 13 of this License, which terms may not be modified or superseded by any other terms of such license. If Recipient distributes the executable version under a different license Recipient must make it absolutely clear that any terms which differ from this License are offered by Recipient alone, not by SGI. Recipient hereby agrees to indemnify SGI for any liability incurred by SGI as a result of any such terms Recipient offers.

4. Termination. This License and the rights granted hereunder will terminate automatically if Recipient fails to comply with terms herein and fails to cure such breach within 30 days of the breach. Any sublicense to the Subject Software which is properly granted shall survive any termination of this License absent termination by the terms of such sublicense. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

5. No Trademark Rights. This License does not grant any rights to use any trade name, trademark or service mark whatsoever. No trade name, trademark or service mark of SGI may be used to endorse or promote products derived from the Subject Software without prior written permission of SGI.

6. No Other Rights. This License does not grant any rights with respect to the OpenGL API or to any software or hardware implementation thereof or to any other software whatsoever, nor shall any other rights or licenses not expressly granted hereunder arise by implication, estoppel or otherwise with respect to the Subject Software. Title to and ownership of the Original Software at all times remains with SGI. All rights in the Original Software not expressly granted under this License are reserved.

7. Compliance with Laws; Non-Infringement. Recipient shall comply with all applicable laws and regulations in connection with use and distribution of the Subject Software, including but not limited to, all export and import control laws and regulations of the U.S. government and other countries. Recipient may not distribute Subject Software that (i) in any way infringes (directly or contributorily) the rights (including patent, copyright, trade secret, trademark or other intellectual property rights of any kind) of any other person or entity or (ii) breaches any representation or warranty, express, implied or statutory, which under any applicable law it might be deemed to have been distributed.

8. Claims of Infringement. If Recipient at any time has knowledge of any one or more third party claims that reproduction, modification, use, distribution, import or sale of Subject Software (including particular functionality or code incorporated in Subject Software) infringes the third party's intellectual property rights, Recipient must place in a well-identified web page bearing the title "LEGAL" a description of each such claim and a description of the party making each such claim in sufficient detail that a user of the Subject Software will know whom to contact regarding the claim. Also, upon gaining such knowledge of any such claim, Recipient must conspicuously include the URL for such web page in the Exhibit A notice required under Sections 2 and 3, above, and in the text of any related documentation, license agreement or collateral in which Recipient describes end user's rights relating to the Subject Software. If Recipient obtains such knowledge after it makes Subject Software available to any other person or entity, Recipient shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Subject Software that new knowledge has been obtained.

9. DISCLAIMER OF WARRANTY. SUBJECT SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

WARRANTIES THAT THE SUBJECT SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON- INFRINGING. SGI ASSUMES NO RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD ANY SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, SGI ASSUMES NO COST OR LIABILITY FOR ANY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY SUBJECT SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

10. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHERWISE, SHALL SGI OR ANY SGI LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, 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 SGI'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 THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO RECIPIENT.

11. Indemnity. Recipient shall be solely responsible for damages arising, directly or indirectly, out of its utilization of rights under this License. Recipient will defend, indemnify and hold harmless Silicon Graphics, Inc. from and against any loss, liability, damages, costs or expenses (including the payment of reasonable attorneys fees) arising out of Recipient's use, modification, reproduction and distribution of the Subject Software or out of any representation or warranty made by Recipient.

12. U.S. Government End Users. The Subject Software is a "commercial item" consisting of "commercial computer software" as such terms are defined in title 48 of the Code of Federal Regulations and all U.S. Government End Users acquire only the rights set forth in this License and are subject to the terms of this License.

13. 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 so as to achieve as nearly as possible the same economic effect as the original provision and the remainder of this License will remain in effect. This License shall be governed by and construed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents. Any litigation relating to this License shall be subject to the exclusive jurisdiction of the Federal Courts of the Northern District of California (or, absent subject matter jurisdiction in such courts, the courts of the State of California), with venue lying exclusively in Santa Clara County, California, 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.

Exhibit A

The contents of this file are subject to Sections 2, 3, 4, 7, 8, 10, 12 and 13 of the GLX Public License Version 1.0 (the "License"). You may not use this file except in compliance with those sections of the License. You may obtain a copy of the License at Silicon Graphics, Inc., attn: Legal Services, 2011 N. Shoreline Blvd., Mountain View, CA 94043 or at <http://www.sgi.com/software/opensource/glx/license.html>.

Software distributed under the License is distributed on an "AS IS" basis. ALL WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT. See the License for the specific language governing rights and limitations under the License.

The Original Software is GLX version 1.2 source code, released February, 1999. The developer of the Original Software is Silicon Graphics, Inc. Those portions of the Subject Software created by Silicon Graphics, Inc. are Copyright (c) 1991-9 Silicon Graphics, Inc. All Rights Reserved.

3.5. CID Font Code Public License

CID FONT CODE PUBLIC LICENSE (Version 1.0 (3/31/99))("License")

Subject to any applicable third party claims, Silicon Graphics, Inc. ("SGI") hereby grants permission to Recipient (defined below), under SGI's copyrights in the Original Software (defined below), to use, copy,

modify, merge, publish, distribute, sublicense and/or sell copies of Subject Software (defined below) in both source code and executable form, and to permit persons to whom the Subject Software is furnished in accordance with this License to do the same, subject to all of the following terms and conditions, which Recipient accepts by engaging in any such use, copying, modifying, merging, publication, distributing, sublicensing or selling:

1. Definitions.

a. "Original Software" means source code of computer software code that is described in Exhibit A as Original Software.

b. "Modifications" means any addition to or deletion from the substance or structure of either the Original Software or any previous Modifications. When Subject Software is released as a series of files, a Modification means (i) any addition to or deletion from the contents of a file containing Original Software or previous Modifications and (ii) any new file that contains any part of the Original Code or previous Modifications.

c. "Subject Software" means the Original Software or Modifications or the combination of the Original Software and Modifications, or portions of any of the foregoing.

d. "Recipient" means an individual or a legal entity exercising rights under the terms of this License. For legal entities, "Recipient" includes any entity that controls, is controlled by, or is under common control with Recipient. For purposes of this definition, "control" of an entity means (i) the power, direct or indirect, to direct or manage such entity, or (ii) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

e. "Required Notice" means the notice set forth in Exhibit A to this License.

f. "Accompanying Technology" means any software or other technology that is not a Modification and that is distributed or made publicly available by Recipient with the Subject Software. Separate software files that do not contain any Original Software or any previous Modification shall not be deemed a Modification, even if such software files are aggregated as part of a product, or in any medium of storage, with any file that does contain Original Software or any previous Modification.

2. License Terms. All distribution of the Subject Software must be made subject to the terms of this License. A copy of this License and the Required Notice must be included in any documentation for Subject Software where Recipient's rights relating to Subject Software and/or any Accompanying Technology are described. Distributions of Subject Software in source code form must also include the Required Notice in every file distributed. In addition, a ReadMe file entitled "Important Legal Notice" must be distributed with each distribution of one or more files that incorporate Subject Software. That file must be included with distributions made in both source code and executable form. A copy of the License and the Required Notice must be included in that file. Recipient may distribute Accompanying Technology under a license of Recipient's choice, which may contain terms different from this License, provided that (i) Recipient is in compliance with the terms of this License, (ii) such other license terms do not modify or supersede the terms of this License as applicable to the Subject Software, (iii) Recipient hereby indemnifies SGI for any liability incurred by SGI as a result of the distribution of Accompanying Technology or the use of other license terms.

3. Termination. This License and the rights granted hereunder will terminate automatically if Recipient fails to comply with terms herein and fails to cure such breach within 30 days of the breach. Any sublicense to the Subject Software that is properly granted shall survive any termination of this License absent termination by the terms of such sublicense. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

4. Trademark Rights. This License does not grant any rights to use any trade name, trademark or service mark whatsoever. No trade name, trademark or service mark of SGI may be used to endorse or promote products derived from or incorporating any Subject Software without prior written permission of SGI.

5. No Other Rights. No rights or licenses not expressly granted hereunder shall arise by implication, estoppel or otherwise. Title to and ownership of the Original Software at all times remains with SGI. All rights in the Original Software not expressly granted under this License are reserved.

6. Compliance with Laws; Non-Infringement. Recipient shall comply with all applicable laws and regulations in connection with use and distribution of the Subject Software, including but not limited to, all export and import control laws and regulations of the U.S. government and other countries. Recipient may not distribute Subject Software that (i) in any way infringes (directly or contributorily) the rights (including patent, copyright, trade secret, trademark or other intellectual property rights of any kind) of any other person or entity, or (ii) breaches

any representation or warranty, express, implied or statutory, which under any applicable law it might be deemed to have been distributed.

7. Claims of Infringement. If Recipient at any time has knowledge of any one or more third party claims that reproduction, modification, use, distribution, import or sale of Subject Software (including particular functionality or code incorporated in Subject Software) infringes the third party's intellectual property rights, Recipient must place in a well-identified web page bearing the title "LEGAL" a description of each such claim and a description of the party making each such claim in sufficient detail that a user of the Subject Software will know whom to contact regarding the claim. Also, upon gaining such knowledge of any such claim, Recipient must conspicuously include the URL for such web page in the Required Notice, and in the text of any related documentation, license agreement or collateral in which Recipient describes end user's rights relating to the Subject Software. If Recipient obtains such knowledge after it makes Subject Software available to any other person or entity, Recipient shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to provide such knowledge to those who received the Subject Software.

8. DISCLAIMER OF WARRANTY. SUBJECT SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SUBJECT SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SGI ASSUMES NO RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD ANY SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, SGI ASSUMES NO COST OR LIABILITY FOR ANY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY SUBJECT SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHERWISE, SHALL SGI OR ANY SGI LICENSOR 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 SUBJECT SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SUBJECT SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO RECIPIENT TO THE EXTENT SO DISALLOWED.

10. Indemnity. Recipient shall be solely responsible for damages arising, directly or indirectly, out of its utilization of rights under this License. Recipient will defend, indemnify and hold SGI and its successors and assigns harmless from and against any loss, liability, damages, costs or expenses (including the payment of reasonable attorneys fees) arising out of (Recipient's use, modification, reproduction and distribution of the Subject Software or out of any representation or warranty made by Recipient.

11. U.S. Government End Users. The Subject Software is a "commercial item" consisting of "commercial computer software" as such terms are defined in title 48 of the Code of Federal Regulations and all U.S. Government End Users acquire only the rights set forth in this License and are subject to the terms of this License.

12. Miscellaneous. This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable by any judicial or administrative authority having proper jurisdiction with respect thereto, such provision shall be reformed so as to achieve as nearly as possible the same economic effect as the original provision and the remainder of this License will remain in effect. This License shall be governed by and construed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents. Any litigation relating to this License shall be subject to the exclusive jurisdiction of the Federal Courts of the Northern District of California (or, absent subject matter jurisdiction in such courts, the courts of the State of California), with venue lying exclusively in Santa Clara County, California, 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 that provides that the language of a contract shall be construed against the drafter shall not apply to this License.

Exhibit A

Copyright (c) 1994-1999 Silicon Graphics, Inc.

The contents of this file are subject to the CID Font Code Public License Version 1.0 (the "License"). You may not use this file except in compliance with the License. You may obtain a copy of the License at Silicon

Graphics, Inc., attn: Legal Services, 2011 N. Shoreline Blvd., Mountain View, CA 94043 or at <http://www.sgi.com/software/opensource/cid/license.html>

Software distributed under the License is distributed on an "AS IS" basis. ALL WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT. See the License for the specific language governing rights and limitations under the License.

The Original Software (as defined in the License) is CID font code that was developed by Silicon Graphics, Inc. Those portions of the Subject Software (as defined in the License) that were created by Silicon Graphics, Inc. are Copyright (c) 1994-1999 Silicon Graphics, Inc. All Rights Reserved.

[NOTE: When using this text in connection with Subject Software delivered solely in object code form, Recipient may replace the words "this file" with "this software" in both the first and second sentences.]

3.6. Bitstream Vera Fonts Copyright

The fonts have a generous copyright, allowing derivative works (as long as "Bitstream" or "Vera" are not in the names), and full redistribution (so long as they are not *sold* by themselves). They can be bundled, redistributed and sold with any software.

The fonts are distributed under the following copyright:

Copyright (c) 2003 by Bitstream, Inc. All Rights Reserved. Bitstream Vera is a trademark of Bitstream, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of the fonts accompanying this license ("Fonts") and associated documentation files (the "Font Software"), to reproduce and distribute the Font Software, including without limitation the rights to use, copy, merge, publish, distribute, and/or sell copies of the Font Software, and to permit persons to whom the Font Software is furnished to do so, subject to the following conditions:

The above copyright and trademark notices and this permission notice shall be included in all copies of one or more of the Font Software typefaces.

The Font Software may be modified, altered, or added to, and in particular the designs of glyphs or characters in the Fonts may be modified and additional glyphs or characters may be added to the Fonts, only if the fonts are renamed to names not containing either the words "Bitstream" or the word "Vera".

This License becomes null and void to the extent applicable to Fonts or Font Software that has been modified and is distributed under the "Bitstream Vera" names.

The Font Software may be sold as part of a larger software package but no copy of one or more of the Font Software typefaces may be sold by itself.

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL BITSTREAM OR THE GNOME FOUNDATION BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

Except as contained in this notice, the names of Gnome, the Gnome Foundation, and Bitstream Inc., shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Font Software without prior written authorization from the Gnome Foundation or Bitstream Inc., respectively. For further information, contact: fonts@gnome.org. 3.7. Bigelow & Holmes Inc and URW++ GmbH Luxi font license

Luxi fonts copyright (c) 2001 by Bigelow & Holmes Inc. Luxi font instruction code copyright (c) 2001 by URW++ GmbH. All Rights Reserved. Luxi is a registered trademark of Bigelow & Holmes Inc.

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

The above copyright and trademark notices and this permission notice shall be included in all copies of one or more of the Font Software.

The Font Software may not be modified, altered, or added to, and in particular the designs of glyphs or characters in the Fonts may not be modified nor may additional glyphs or characters be added to the Fonts. This License becomes null and void when the Fonts or Font Software have been modified.

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL BIGELOW & HOLMES INC. OR URW++ GMBH. BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

Except as contained in this notice, the names of Bigelow & Holmes Inc. and URW++ GmbH. shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Font Software without prior written authorization from Bigelow & Holmes Inc. and URW++ GmbH.

For further information, contact:

info@urwpp.de or design@bigelowandholmes.com

--- end of LICENSE ---

%% This notice is provided with respect to zlib v1.2.3, which is included with JRE 7, JDK 7, and OpenJDK 7

--- begin of LICENSE ---

version 1.2.3, July 18th, 2005

Copyright (C) 1995-2005 Jean-loup Gailly and Mark Adler

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.

Jean-loup Gailly Mark Adler
jloup@gzip.org madler@alumni.caltech.edu

--- end of LICENSE ---

%% This notice is provided with respect to the following which is included with JRE 7, JDK 7, and OpenJDK 7, except where noted:

Apache Derby 10.8.1.2 [included with JDK 7 only]
Apache Jakarta BCEL 5.2
Apache Jakarta Regexp 1.4
Apache Santuario XMLSec-Java 1.4.2
Apache Xalan-Java 2.7.1
Apache Xerces2 Java 2.10.0

--- begin of LICENSE ---

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.

--- end of LICENSE ---

ADDITIONAL COPYRIGHT NOTICES AND LICENSE TERMS APPLICABLE TO THIRD PARTY CODE INCLUDED WITH THE JAVA SE PLATFORM PRODUCTS AND JAVAFX SOFTWARE:

DO NOT TRANSLATE OR LOCALIZE

%%The following software may be included in this product:

Microsoft DirectShow - Base Classes

Use of any of this software is governed by the terms of the license below:

MSDN - Information on Terms of Use

Updated: February 13, 2008

ON THIS PAGE

- * ACCEPTANCE OF TERMS
- * PRIVACY AND PROTECTION OF PERSONAL INFORMATION
- * NOTICE SPECIFIC TO APIS AVAILABLE ON THIS WEB SITE
- * NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEB SITE
- * NOTICE SPECIFIC TO DOCUMENTATION AVAILABLE ON THIS WEB SITE
- * NOTICES REGARDING SOFTWARE, DOCUMENTATION, APIS AND SERVICES AVAILABLE ON THIS WEB SITE
- * RESERVATION OF RIGHTS
- * MEMBER ACCOUNT, PASSWORD, AND SECURITY
- * NO UNLAWFUL OR PROHIBITED USE
- * USE OF SERVICES
- * MATERIALS PROVIDED TO MICROSOFT OR POSTED AT ANY MICROSOFT WEB SITE
- * NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT
- * LINKS TO THIRD PARTY SITES
- * UNSOLICITED IDEA SUBMISSION POLICY
- * COPYRIGHT NOTICE & FAQ
- * TRADEMARKS

ACCEPTANCE OF TERMS.

Microsoft provides you with access to a variety of resources on this website ("Web Site"), including documentation and other product information (collectively the "Documentation"), download areas, communication forums, and other services (collectively "Services"), software, including developer tools and sample code (collectively "Software"), and Application Program Interface information ("APIs"). The Documentation, Services, Software, and APIs (including any updates, enhancements, new features, and/or the addition of any new Web properties to the Web Site), are subject to the following Terms of Use ("TOU"), unless we have provided those items to you under more specific terms, in which case, those more specific terms will apply to the relevant item. Microsoft reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

PRIVACY AND PROTECTION OF PERSONAL INFORMATION.

See the Privacy Statement disclosures relating to the collection and use of your information.

NOTICE SPECIFIC TO APIS AVAILABLE ON THIS WEB SITE.

Microsoft publishes information on a number of APIs on this Web Site. Microsoft will not assert any of its patent rights on account of your products calling these APIs in order to receive services from the Microsoft product that exposes the APIs.

NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEB SITE.

All Software is the copyrighted work of Microsoft and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement").

If Microsoft makes Software available on this Web Site without a License Agreement, you may use such Software to design, develop and test your programs to run on Microsoft products and services.

If Microsoft makes any code marked as "sample" available on this Web Site without a License Agreement, then that code is licensed to you under the terms of the Microsoft Limited Public License.

The Software is made available for download solely for use by end users according to the License Agreement or these TOU. Any reproduction or redistribution of the Software not in accordance with the License Agreement or these TOU is expressly prohibited.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

FOR YOUR CONVENIENCE, MICROSOFT MAY MAKE AVAILABLE ON THIS WEB SITE, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. MICROSOFT DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THIS WEB SITE.

RESTRICTED RIGHTS LEGEND. Any Software which is downloaded from the Web Site for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights... Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.

NOTICE SPECIFIC TO DOCUMENTATION AVAILABLE ON THIS WEB SITE.

All Documentation is the copyrighted work of Microsoft and/or its suppliers. Use of the Documentation is governed by the terms of the license agreement, if any, which accompanies or is included with the Documentation ("Documentation License Agreement").

If Documentation is made available to you on this Web Site without a Documentation License Agreement, then You may annotate, translate, and make a reasonable number of copies of the Documentation for your internal use in designing, developing, and testing your software, products and services, and you may distribute a reasonable amount of portions of the Documentation as necessary to document your software, products, and services. You may not publish any such annotations or translations. You must preserve the below copyright notice in all copies of the Documentation and ensure that both the copyright notice and this permission notice appear in those copies. Accredited educational institutions, such as K-12, universities, private/public colleges, and state community colleges, may download and reproduce the Documentation for distribution in the classroom. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited.

The Documentation does not include the design or layout of the Microsoft.com Web site or any other Microsoft owned, operated, licensed or controlled site. Elements of Microsoft Web sites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Microsoft Web site may be copied or retransmitted unless expressly permitted by Microsoft.

THE DOCUMENTATION AND RELATED GRAPHICS PUBLISHED ON THE WEB SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION IN THIS WEB SITE. MICROSOFT AND/OR ITS RESPECTIVE SUPPLIERS

MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED IN THIS WEB SITE AT ANY TIME.

NOTICES REGARDING SOFTWARE, DOCUMENTATION, APIS AND SERVICES AVAILABLE ON THIS WEB SITE.

THE SOFTWARE, DOCUMENTATION, APIS, AND SERVICES ARE WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF A SEPARATE AGREEMENT THAT COVERS THE APPLICABLE SOFTWARE, DOCUMENTATION, APIS, OR SERVICES. EXCEPT AS WARRANTED IN THAT SEPARATE AGREEMENT (IF ANY), MICROSOFT CORPORATION HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, DOCUMENTATION, APIS, AND SERVICES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL MICROSOFT AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTATION, APIS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM ANY OF THE FOREGOING SOFTWARE, DOCUMENTATION, APIS OR SERVICES. RESERVATION OF RIGHTS.

Microsoft reserves all rights not expressly granted under these TOU, and no other rights are granted under these TOU by implication or estoppel or otherwise.

MEMBER ACCOUNT, PASSWORD, AND SECURITY.

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Microsoft immediately of any unauthorized use of your account or any other breach of security. Microsoft will not be liable

for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Microsoft or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

NO UNLAWFUL OR PROHIBITED USE.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any Microsoft server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Microsoft server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

USE OF SERVICES.

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- * Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- * Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- * Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- * Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- * Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- * Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- * Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- * Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- * Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- * Restrict or inhibit any other user from using and enjoying the Communication Services.
- * Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- * Harvest or otherwise collect information about others, including e-mail addresses.
- * Violate any applicable laws or regulations.
- * Create a false identity for the purpose of misleading others.
- * Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Microsoft has no obligation to monitor the Communication Services. However, Microsoft reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Microsoft reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

Microsoft reserves the right at all times to disclose any information as Microsoft deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Microsoft's sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Services. Microsoft does not control or endorse the content, messages or information found in any Communication Services and, therefore, Microsoft specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services. Managers and hosts are not authorized Microsoft spokespersons, and their views do not necessarily reflect those of Microsoft.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO MICROSOFT OR POSTED AT ANY MICROSOFT WEB SITE.

Microsoft does not claim ownership of the materials you provide to Microsoft (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting Microsoft, its affiliated companies, necessary sublicensees (including third parties whose products, technologies and services use or interface with any specific parts of a Microsoft software or service that includes the Submission), without charge, the right to use, share and commercialize your Submission in any way and for any purpose. You will not give any Submission that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your Submission in them.

Microsoft is under no obligation to post or use any Submission you may provide, and Microsoft may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these TOU including, without limitation, all the rights necessary for you to Post the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contains images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these TOU, (b) you have the rights necessary to grant the licenses and sublicenses described in these TOU, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these TOU, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, you are granting (a) to all members of your private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services or Web Site, other than a private community), permission to use your Images in connection with the use, as permitted by these TOU, of any of the Services or Web Site, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for a Images will terminate at the time you completely remove such Images from the Services or Web Site, provided that such termination shall not affect any licenses granted in connection with such Images prior to the time you completely remove such Images. No compensation will be paid with respect to the use of your Images.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.

See Notice and Procedure for Making Claims of Copyright Infringement.

LINKS TO THIRD PARTY SITES.

THE LINKS IN THIS AREA WILL LET YOU LEAVE MICROSOFT'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF MICROSOFT AND MICROSOFT IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. MICROSOFT IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. MICROSOFT IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY MICROSOFT OF THE SITE.

UNSOLICITED IDEA SUBMISSION POLICY.

MICROSOFT OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS... THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN MICROSOFT'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO MICROSOFT. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO MICROSOFT OR ANYONE AT MICROSOFT. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT MICROSOFT MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

COPYRIGHT NOTICE & FAQ.

© 2008 Microsoft Corporation. All rights reserved.

The following is provided for informational purposes only and should not be construed as legal advice. If you need legal advice, contact a lawyer.

What is copyright?

Copyright law protects original works, such as websites, books, music, paintings, photos and video. A work is "original" if it contains some elements you created and did not borrow from others. Typically, when you create an original work, you own the copyright. As the copyright owner, you can control how others use your work. For example, if you write a movie script, you have the right to, and can prevent others from, copying your script, sharing it with others ("distributing it"), making a movie or book from your script (a "derivative work"), or publicly performing your script as a play or movie. You also have the ability to sell or give away these rights. In other words, you could sell the right to make a movie based on your script to a movie studio.

If you use someone else's copyrighted materials without permission, that use generally violates the copyright owner's exclusive rights, and is copyright infringement. So if you create a new work and include parts of other people's works in it (such as an existing photo, lengthy quotes from a book or a loop from a song), you must own or have permission to use the elements you borrow. For example, if your script is based on an existing popular series, you should obtain permission to use the elements you borrow from the series.

Copyright law is different from the law of personal property. If you buy a physical object, such as a movie on DVD, you own the physical object. You do not, however, obtain ownership of the "copyrights" (the rights to make copies, distribute, make derivatives and publicly perform or display) in the content of the movie. The fact that you have obtained physical possession of a DVD does not automatically grant you the right to copy or share it.

If you make your own movie, it may include many copyrighted works in it. So, if you decide to make a movie based on your script, you must either create all elements of it on your own, or have permission to use the elements you borrow. Especially keep in mind that photos or artwork hanging on the walls of your sets and music on the soundtrack (even if you

own the CD or MP3) may be copyrighted. You should not include copyrighted works such as these in your movie without authorization.

A few other things to keep in mind are:

1. Just because a work does not include a copyright notice (e.g., © 2006 Microsoft Corporation) does not mean the work is in the public domain. Copyright notices are generally not required for works to be protected by copyright.

2. Just because a work is easily available on the internet or elsewhere does not mean you may use the work freely.

Look for terms of use, such as Creative Commons, that explain how works you find on the Internet may be used. Isn't it in the public domain?

Just because a work is freely available, does not mean it is in the "public domain." Copyright is for a limited term; it does not last forever. In the

copyright context, "public domain" means the copyright term has expired. Once a work is in the public domain, it may be freely used without permission from the copyright owner.

Determining the term of copyright can be complex, particularly because copyright laws vary from country to country. Also, even if the copyright on a work has expired, you should be careful about how you use a public domain work. For example, a book may be in the public domain, but it might not be ok to scan the book cover to cover and post it on the internet. This is because the particular version of the book may contain new copyrightable material that is not in the public domain, such as cover art or footnotes.

What about fair use?

In limited situations, you can use copyrighted works without permission from the copyright holder. It can be difficult to figure out whether use of copyrighted works without permission is legal, though, because the laws in this area are often vague and vary from country to country.

The copyright law in the United States has a doctrine called "fair use". Fair use provides a defense to copyright infringement in some circumstances. For example, fair use allows documentary filmmakers to use very short clips of copyrighted movies, music and news footage without permission from the copyright owner. Fair use is a difficult concept because determining whether something is a fair use involves weighing four factors. Unfortunately, weighing the fair use factors rarely results in a clear-cut answer.

Rather than applying a fair use test, many other countries have specific exceptions to copyright infringement. The number and type of exceptions vary by country, but they frequently allow copyrighted materials to be used without permission from the copyright holder for activities such as nonprofit research, teaching, news reporting, or private study.

If you incorrectly decide that something is a fair use or falls into an exception to copyright infringement, you could be held criminally and civilly liable and have to pay damages. We suggest you talk to a lawyer if you have questions regarding fair uses of copyrighted works.

What happens if you upload copyrighted materials to one of our websites without permission?

By law, we are required to take down videos, music, photographs or other content you upload onto a website hosted by Microsoft if we learn that it infringes someone else's copyright. If you believe that we have mistakenly taken down content you uploaded that you own or have permission to upload, you can also let us know that. Finally, if you upload infringing content repeatedly, we will terminate your account and you could face criminal and civil penalties. So please, respect other people's copyrights.

What if my stuff is on a Microsoft website without my permission?

If you believe that anything on a website hosted by Microsoft infringes your copyright, let us know. Just provide us with the information requested here and we will see that your copyrighted works are taken down.

What if I don't want my website crawled?

Microsoft search services (MSN Search and Windows Live Search) follow the Robots Exclusion Standards. This means that you can control which pages Microsoft search engines index and how often Microsoft bots access your website. To learn how to do so, or for more information regarding Microsoft's webcrawling and site indexing practices, please visit <http://search.msn.com/docs/siteowner.aspx>.

TRADEMARKS.

Trademark information is available at <http://www.microsoft.com/library/toolbar/3.0/trademarks/en-us.msp>.

Any rights not expressly granted herein are reserved.

Send your questions to the appropriate contact as listed below:

* Microsoft Web properties, contact homepage@microsoft.com.

* MSN Web properties, contact webmaster@msn.com.

* Hotmail, contact support@hotmail.com; for spam/privacy issues, contact abuse@hotmail.com or hotmailprivacy@hotmail.com.

* Piracy questions can be routed to piracy@microsoft.com or by calling 1-800-R-U-LEGIT.

~~~~~ Microsoft Public License (Ms-PL)

Mon, 2007-10-15 19:23 — nelson

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.

(E) 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 software may be included in this product:

Apache Batik

Use of any of this software is governed by the terms of the license below:

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 software may be included in this product:

ASM

Use of any of this software is governed by the terms of the license below:

Copyright (c) 2000-2005 INRIA, France Telecom All rights reserved.

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

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

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

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

%%The following software may be included in this product:

JPEG

Use of any of this software is governed by the terms of the license below:

Taken from code.....

LEGAL ISSUES

=====

In plain English:

1. We don't promise that this software works. (But if you find any bugs, please let us know!)
2. You can use this software for whatever you want. You don't have to pay us.
3. You may not pretend that you wrote this software. If you use it in a program, you must acknowledge somewhere in your documentation that you've used the IJG code.

In legalese:

The authors make NO WARRANTY or representation, either express or implied, with respect to this software, its quality, accuracy, merchantability, or fitness for a particular purpose. This software is provided "AS IS", and you, its user, assume the entire risk as to its quality and accuracy.

This software is copyright (C) 1991-1998, Thomas G. Lane.

All Rights Reserved except as specified below.

Permission is hereby granted to use, copy, modify, and distribute this software (or portions thereof) for any purpose, without fee, subject to these conditions:

- (1) If any part of the source code for this software is distributed, then this README file must be included, with this copyright and no-warranty notice unaltered; and any additions, deletions, or changes to the original files must be clearly indicated in accompanying documentation.
- (2) If only executable code is distributed, then the accompanying documentation must state that "this software is based in part on the work of the Independent JPEG Group".
- (3) Permission for use of this software is granted only if the user accepts full responsibility for any undesirable consequences; the authors accept NO LIABILITY for damages of any kind.

These conditions apply to any software derived from or based on the IJG code, not just to the unmodified library. If you use our work, you ought to acknowledge us.

Permission is NOT granted for the use of any IJG author's name or company name in advertising or publicity relating to this software or products derived from it. This software may be referred to only as "the Independent JPEG Group's software".

We specifically permit and encourage the use of this software as the basis of commercial products, provided that all warranty or liability claims are assumed by the product vendor.

ansi2knr.c is included in this distribution by permission of L. Peter Deutsch, sole proprietor of its copyright holder, Aladdin Enterprises of Menlo Park, CA.

ansi2knr.c is NOT covered by the above copyright and conditions, but instead by the usual distribution terms of the Free Software Foundation; principally, that you must include source code if you redistribute it. (See the file ansi2knr.c for full details.) However, since ansi2knr.c is not needed as part of any program generated from the IJG code, this does not limit you more than the foregoing paragraphs do.

The Unix configuration script "configure" was produced with GNU Autoconf. It is copyright by the Free Software Foundation but is freely distributable. The same holds for its supporting scripts (config.guess, config.sub, ltconfig, ltmain.sh). Another support script, install-sh, is copyright by M.I.T. but is also freely distributable.

It appears that the arithmetic coding option of the JPEG spec is covered by patents owned by IBM, AT&T, and Mitsubishi. Hence arithmetic coding cannot legally be used without obtaining one or more licenses. For this reason, support for arithmetic coding has been removed from the free JPEG software. (Since arithmetic coding provides only a marginal gain over the unpatented Huffman mode, it is unlikely that very many implementations will support it.) So far as we are aware, there are no patent restrictions on the remaining code.

The IJG distribution formerly included code to read and write GIF files. To avoid entanglement with the Unisys LZW patent, GIF reading support has been removed altogether, and the GIF writer has been simplified to produce "uncompressed GIFs". This technique does not use the LZW algorithm; the resulting GIF files are larger than usual, but are readable by all standard GIF decoders.

We are required to state that "The Graphics Interchange Format(c) is the Copyright property of CompuServe Incorporated. GIF(sm) is a Service Mark property of CompuServe Incorporated."

Additional License(s)

"copyright"

%%The following software may be included in this product:

Open SSL

Use of any of this software is governed by the terms of the license below:

LICENSE ISSUES

=====

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

OpenSSL License

/* =====

* Copyright (c) 1998-2011 The OpenSSL Project. All rights reserved.

*

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

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

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"

4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.

5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.

6. Redistributions of any form whatsoever must retain the following acknowledgment:

"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)"

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

* =====

This product includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

*

*/

Original SSLeay License

/* Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)

* All rights reserved.

*

This package is an SSL implementation written by Eric Young (eay@cryptsoft.com). The implementation was written so as to conform with Netscapes SSL.

*

This library is free for commercial and non-commercial use as long as the following conditions are aheared to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com).

Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed.

If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

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

1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. All advertising materials mentioning features or use of this software must display the following acknowledgement:

"This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)"

The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-).

4. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement:

"This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

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

The licence and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence [including the GNU Public Licence.]

*/

%%The following software may be included in this product:

SSL

Use of any of this software is governed by the terms of the license below:

OpenSSL License

LICENSE ISSUES

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

Copyright (c) 1998-2002 The OpenSSL Project. All rights reserved.

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

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

2.Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3.All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"

4.The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.

5.Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.

6.Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)" THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This product includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

Original SSLeay License

Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)

All rights reserved.

This package is an SSL implementation written by Eric Young (eay@cryptsoft.com). The implementation was written so as to conform with Netscapes SSL.

This library is free for commercial and non-commercial use as long as the following conditions are aheared to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com). Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

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

1.Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.

2.Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3.All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)" The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-).

4.If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement: "This product includes software written by Tim Hudson (tjh@cryptsoft.com)" THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The license and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution license [including the GNU Public License.]

Additional License(s)

RSA Data Security, Inc. Message Digest License

Copyright (C) 1991-2, RSA Data Security, Inc. Created 1991. All rights reserved.

License to copy and use this software is granted provided that it is identified as the "RSA Data Security, Inc. MD4 Message-Digest Algorithm" in all material mentioning or referencing this software or this function. License is also granted to make and use derivative works provided that such works are identified as "derived from the RSA Data Security, Inc. MD4 Message-Digest Algorithm" in all material mentioning or referencing the derived work.

RSA Data Security, Inc. makes no representations concerning either the merchantability of this software or the suitability of this software for any particular purpose. It is provided "as is" without express or implied warranty of any kind. These notices must be retained in any copies of any part of this documentation and/or software.

MD5 License

"THE BEER-WARE LICENSE" (Revision 42):

wrote this file. As long as you retain this notice you can do whatever you want with this stuff. If we meet some day, and you think this stuff is worth it, you can buy me a beer in return. Poul-Henning Kamp

%%The following software may be included in this product:

ANTLR Java runtime binary only jar

Use of any of this software is governed by the terms of the license below:

ANTLR 3 License

[The BSD License]

Copyright (c) 2003-2007, Terence Parr

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 author 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 software may be included in this product:

gstreamer

You are receiving a copy of the GStreamer library in object code in the JavaFX runtime or JavaFX SDK. A copy of the Oracle modified GStreamer library in source code is located at <http://oss.oracle.com/projects/gstreamer-mods/>. The terms of the Oracle license do NOT apply to the GStreamer program; it is licensed under the following license, separately from the Oracle programs you receive. If you do not wish to install this program, you may not wish to install the JavaFX Runtime or JavaFX SDK.

Use of any of this software is governed by the terms of the license below:

GNU LESSER GENERAL PUBLIC LICENSE Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 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., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 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 software may be included in this product:

JFXtras Core v 0.5

Use of any of this software is governed by the terms of the license below:

Copyright (c) 2008-2009, JFXtras Group

All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the name of JFXtras 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

%%The following software may be included in this product:

WebKit

You are receiving a copy of the WebKit library in object code in the JavaFX runtime or JavaFX SDK.

A copy of the Oracle modified WebKit library in source code is located at <http://oss.oracle.com/projects/webkit-java-mods/>

. The terms of the

Oracle license do NOT apply to the WebKit program; it is licensed under the following license separately from the Oracle programs you receive.

If you do not wish to install this program, you may not wish to install the JavaFX runtime or JavaFX SDK.

Use of any of this software is governed by the terms of the license below:

GNU LIBRARY GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1991 Free Software Foundation, Inc.

51 Franklin St, Fifth Floor, Boston, MA 02110-1301, 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 library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

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 Library General Public License, applies to some specially designated Free Software Foundation software, and to any other libraries whose authors decide to use it. You can use it for your libraries, 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 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 a program 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.

Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

Also, for each distributor's protection, we want to make certain that everyone understands that there is no warranty for this free library. If the library is modified by someone else and passed on, we want its recipients to know that what they have is not the original version, 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 companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

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, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Library 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 compile 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) 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.

c) 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.

d) 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 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.

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 to 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 Library 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.

%%The following software may be included in this product:

zlib

/* zlib.h -- interface of the 'zlib' general purpose compression library

version 1.2.2, October 3rd, 2004

Copyright (C) 1995-2004 Jean-loup Gailly and Mark Adler

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.

Jean-loup Gailly jloup@gzip.org

Mark Adler madler@alumni.caltech.edu

*/

%%The following software may be included in this product:

libpng

This copy of the libpng notices is provided for your convenience. In case of any discrepancy between this copy and the notices in the file png.h that is included in the libpng distribution, the latter shall prevail.

COPYRIGHT NOTICE, DISCLAIMER, and LICENSE:

If you modify libpng you may insert additional notices immediately following this sentence.

This code is released under the libpng license.

libpng versions 1.2.6, August 15, 2004, through 1.5.0, January 6, 2011, are Copyright (c) 2004, 2006-2010 Glenn Randers-Pehrson, and are distributed according to the same disclaimer and license as libpng-1.2.5 with the following individual added to the list of Contributing Authors

Cosmin Truta

libpng versions 1.0.7, July 1, 2000, through 1.2.5 - October 3, 2002, are Copyright (c) 2000-2002 Glenn Randers-Pehrson, and are distributed according to the same disclaimer and license as libpng-1.0.6 with the following individuals added to the list of Contributing Authors

Simon-Pierre Cadieux

Eric S. Raymond

Gilles Vollant

and with the following additions to the disclaimer:

There is no warranty against interference with your enjoyment of the library or against infringement. There is no warranty that our efforts or the library will fulfill any of your particular purposes or needs. This library is provided with all faults, and the entire risk of satisfactory quality, performance, accuracy, and effort is with the user.

libpng versions 0.97, January 1998, through 1.0.6, March 20, 2000, are Copyright (c) 1998, 1999 Glenn Randers-Pehrson, and are distributed according to the same disclaimer and license as libpng-0.96, with the following individuals added to the list of Contributing Authors:

Tom Lane

Glenn Randers-Pehrson

Willem van Schaik

libpng versions 0.89, June 1996, through 0.96, May 1997, are Copyright (c) 1996, 1997 Andreas Dilger Distributed according to the same disclaimer and license as libpng-0.88, with the following individuals added to the list of Contributing Authors:

John Bowler

Kevin Bracey

Sam Bushell

Magnus Holmgren

Greg Roelofs

Tom Tanner

libpng versions 0.5, May 1995, through 0.88, January 1996, are Copyright (c) 1995, 1996 Guy Eric Schalnat, Group 42, Inc.

For the purposes of this copyright and license, "Contributing Authors" is defined as the following set of individuals:

Andreas Dilger

Dave Martindale

Guy Eric Schalnat

Paul Schmidt

Tim Wegner

The PNG Reference Library is supplied "AS IS". The Contributing Authors and Group 42, Inc. disclaim all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The

Contributing Authors and Group 42, Inc. assume no liability for direct, indirect, incidental, special, exemplary, or consequential damages, which may result from the use of the PNG Reference Library, even if advised of the possibility of such damage.

Permission is hereby granted to use, copy, modify, and distribute this source code, or portions hereof, for any purpose, without fee, subject to the following restrictions:

1. The origin of this source code must not be misrepresented.
2. Altered versions must be plainly marked as such and must not be misrepresented as being the original source.
3. This Copyright notice may not be removed or altered from any source or altered source distribution.

The Contributing Authors and Group 42, Inc. specifically permit, without fee, and encourage the use of this source code as a component to supporting the PNG file format in commercial products. If you use this source code in a product, acknowledgment is not required but would be appreciated.

A "png_get_copyright" function is available, for convenient use in "about" boxes and the like:

```
printf("%s",png_get_copyright(NULL));
```

Also, the PNG logo (in PNG format, of course) is supplied in the files "pngbar.png" and "pngbar.jpg (88x31) and "pngnow.png" (98x31).

Libpng is OSI Certified Open Source Software. OSI Certified Open Source is a certification mark of the Open Source Initiative.

Glenn Randers-Pehrson

glennrp at users.sourceforge.net

January 6, 2011

%%The following software may be included in this product:

libxml

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 software may be included in this product:

libxslt

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.

-END-

II. License Agreement for sjsxp.jar (see also XXXII. License Agreement for Sun Java Streaming XML Parser); Xerces XML Parser

The Apache Software License, Version 1.1

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", "FOP", 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.

-END-

III. License Agreement for Xerces, ant.jar; lucene.jar; Apache Commons components cli, codec, collections, commons.collections15, compress, el, lang, logging, math, net, io, BeanUtils, FileUpload; Axis2/c; Batik; Rome RSS; Jetty; Felix; typica; Smack; portions of Rico; Spring; Btwixt; log4j; AWS Java Library; Google-Guice; mime-util; BlueCove; Tomcat; portions of GenICam; Google Guava; Google-Gson; JetBrains Annotations; Jackson; FOP; XML Graphics Commons; Apache POI; openxml4j; sqlite4java; javax.servlet; Xalan, XMLResolver; Geronimo-Activation; Axiom; Neethi; Woden; Woodstox, XMLSchema; Camel component CometD; CudaDMA; Aries; Typecast; Apache Harmony; PNGJ; Insight Toolkit (ITK); MathJax; portions of OpenLayers; Apache HTTP components; Apache HttpClient; Apache HttpServerJINI; Tesseract, Apache Avro, Apache CXF, rosjava, Hadoop.

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.

For FOP: This software consists of voluntary contributions made by many individuals on behalf of the Apache Software Foundation and was originally created by James Tauber jtauber@jtauber.com. For more information on the Apache Software Foundation, please see <http://www.apache.org/>.

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.

-END-

IV. License Agreement for Unicode Data Files and Software

UNICODE, INC. LICENSE AGREEMENT - DATA FILES AND SOFTWARE

Unicode Data Files include all data files under the directories <http://www.unicode.org/Public/> and <http://www.unicode.org/reports/>. Unicode Software includes any source code under the directories <http://www.unicode.org/Public/> and <http://www.unicode.org/reports/>.

NOTICE TO USER: Carefully read the following legal agreement. BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING UNICODE INC.'S DATA FILES ("DATA FILES"), AND/OR SOFTWARE ("SOFTWARE"), YOU UNEQUIVOCALLY ACCEPT, AND AGREE TO BE BOUND BY, ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY, DISTRIBUTE OR USE THE DATA FILES OR SOFTWARE.

COPYRIGHT AND PERMISSION NOTICE

Copyright © 1991-2013 Unicode, Inc. All rights reserved. Distributed under the Terms of Use in <http://www.unicode.org/copyright.html>.

Permission is hereby granted, free of charge, to any person obtaining a copy of the Unicode data files and associated documentation (the "Data Files") or Unicode software and associated documentation (the "Software") to deal in the Data Files or Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Data Files or Software, and to permit persons to whom the Data Files or Software are furnished to do so, provided that (a) the above copyright notice(s) and this permission notice appear in all copies of the Data Files or Software, (b) both the above copyright notice(s) and this permission notice appear in associated documentation, and (c) there is clear notice in each modified Data File or in the Software as well as in the documentation associated with the Data File(s) or Software that the data or software has been modified.

THE DATA FILES AND SOFTWARE ARE 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 OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA FILES OR SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in these Data Files or Software without prior written authorization of the copyright holder.

Unicode and the Unicode logo are trademarks of Unicode, Inc., and may be registered in some jurisdictions.

-END-

V. Proprietary Notice for the Graphviz library.

This product contains certain software code or other information ("AT&T Software") proprietary to AT&T Corp. ("AT&T"). The AT&T Software is provided to you "AS IS". YOU ASSUME TOTAL RESPONSIBILITY

AND RISK FOR USE OF THE AT&T SOFTWARE. AT&T DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, ANY WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE AT&T SOFTWARE IS "ERROR FREE" OR WILL MEET YOUR REQUIREMENTS.

Unless you accept a license to use the AT&T Software, you shall not reverse compile, disassemble or otherwise reverse engineer this product to ascertain the source code for any AT&T Software.

© AT&T Corp. All rights reserved. AT&T is a registered trademark of AT&T Corp.

-END-

VI. License Agreement for Ghostscript

ARTIFEX SOFTWARE INC.

End User Software License Agreement for Ghostscript

READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING GHOSTSCRIPT. BY USING GHOSTSCRIPT, YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT.

"End User" means you, the licensee, whether an individual or an entity, to whom Artifex Software Inc. grants this License, and who is responsible for complying with the contractual obligations of the License, and ensuring that anyone permitted access to Ghostscript also complies with such obligations.

1. Artifex grants to End User, subject to the terms of this Agreement, a personal, nontransferable and nonexclusive right to install and use Ghostscript in the same manner as End User's license for The MathWorks, Inc.'s software programs.
2. Artifex Software Inc. retains all title to Ghostscript, and all copies thereof, and not title to Ghostscript, or any intellectual property in Ghostscript, is transferred to End User.
3. The End User may not copy: (i) Ghostscript, except for backup or archival purposes and only as necessary to use Ghostscript; or (ii) any Documentation accompanying Ghostscript. All such copies are the proprietary information of Artifex and its licensors and suppliers and are subject to their copyrights.
4. The End User agrees not to reverse engineer, decompile or otherwise attempt to derive source code from Ghostscript.
5. Artifex Software Inc. is entitled to enforce this License in its own name directly against End User.
6. Artifex Software Inc. will not be liable to End User for any general, special, direct, indirect, consequential, incidental or other damages arising out of the license of Ghostscript even if it has been advised of the possibility of such damages.
7. Upon termination of the License, the End User will destroy or return to Artifex all copies of Ghostscript.
8. For United States Government users, Ghostscript and associated Documentation are deemed to be "commercial computer software" and "commercial computer documentation," respectively, pursuant to DFAR §227.7202 and FAR § 12.212(b), as applicable. Use, duplication or disclosure of Ghostscript licensed by this Agreement and any derivative works, as defined by the Copyright Act of 1976 as amended, developed under this Agreement, and any associated Documentation or derivative works thereof, are subject to the restricted rights set forth in the DFAR and FAR, above.
9. ARTIFEX SOFTWARE INC. MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING GHOSTSCRIPT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THEIR EQUIVALENT UNDER THE LAWS OF ANY JURISDICTION.

Artifex Software, Inc. 7 Mt. Lassen Drive, A-134, San Rafael, California 94903.

-END-

VII. License Agreement for IBM's Web Services Description Language for Java Toolkit (WSDL4J), and WiX

Common Public License - v 1.0

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

1. DEFINITIONS

"Contribution" means:

- a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
- b) in the case of each subsequent Contributor:
 - i) changes to the Program, and
 - ii) additions to the Program; where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

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

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

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

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

2. GRANT OF RIGHTS

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

to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

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

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:
 - i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
 - ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
 - iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
 - iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

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

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

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

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

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

5. NO WARRANTY

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

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

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

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

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

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

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more

than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

-END-

VIII. License Agreement for the CMU 1394 Digital Camera Driver Libraries, © 2003 Carnegie Mellon University, All Rights Reserved; libopenvrml; libgmp; libmpfr; libsbml; BioJava; Jmol.jar; jdic.jar; Glazed Lists; Nuvola icons; Crystal icons; RXTX; GeoTools; uClibc; Tiny C Compiler; libdc1394; Java Native Access (JNA); portions of GenICam; libsndfile; WebKit, SwingX, Swing-layout, dlfcn-win32, GtkGLExt, and OpenAL Soft.

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999
Copyright © 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

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 a brief idea of what it does.> Copyright © <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!

-END-

IX. License Agreement for Orbisnap, a Free VRML Viewer

SOFTWARE LICENSE AGREEMENT

1. LICENSE.

Subject to the provisions contained herein, HUMUSOFT s.r.o. (hereinafter "HUMUSOFT") grants to you a nonexclusive, nontransferable, perpetual license to use the object code version of HUMUSOFT product Orbisnap (the "Software") free of charge.

You may use the Software by any number of users on any number of systems or copy the Software for archival purposes, provided any copy must contain all of the original Software's proprietary notices.

The Software may be distributed by any means, provided that the original files as supplied by HUMUSOFT remain intact and no charge is made other than for reasonable distribution costs.

The Software may not be distributed with any commercial product without prior written permission from HUMUSOFT.

2. PROVIDED "AS IS".

HUMUSOFT MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SOFTWARE OR ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY THE SOFTWARE, FOR ANY PURPOSE. THE SOFTWARE IS PROVIDED 'AS IS' WITHOUT EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. THIS SOFTWARE IS PROVIDED FREE OF CHARGE AND, ACCORDINGLY, HUMUSOFT SHALL NOT BE LIABLE UNDER ANY THEORY OR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE SOFTWARE.

3. LIMITATIONS.

You may not:

3.1. modify, translate, decompile, disassemble, reverse engineer or create derivative works based on the Software (except to the extent applicable laws specifically prohibit such restriction);

3.2. copy the Software other than as specified above;

3.3. publish or provide any results of benchmark tests run on the Software to a third party without prior written consent from HUMUSOFT;

3.4. rent, lease, grant a security interest in, or otherwise transfer rights to the Software.

4. TITLE.

Title and ownership of all proprietary rights in the Software, including any copyright, patent, trade secret, trademark, trade name or other intellectual property right, will at all times remain the property of HUMUSOFT or its licensors and suppliers. You agree not to remove or obliterate any copyright, trademark or proprietary rights notices of HUMUSOFT or its licensors from the Software.

Title and related rights in the content accessed through the Software is the property of the applicable content owner and may be protected by applicable law. This license gives you no rights to such content.

5. COMMERCIAL RELEASE.

HUMUSOFT reserves the right at any time to release or not to release a commercial release of the Software and, if released, to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release.

6. LIMITATION OF LIABILITY.

HUMUSOFT AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR

6.1. INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, EVEN IF HUMUSOFT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES,

OR

6.2. FOR ANY CLAIM BY ANY OTHER PARTY. BECAUSE SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

7. TERMINATION.

This License will terminate automatically if you fail to comply with the conditions described above. On termination, you must cease to use the Software and destroy all copies of the Software.

The obligations of you and HUMUSOFT under Sections 2 ("Provided 'As Is'"), 4 ("Title"), 6 ("Limitation of Liability"), 7 ("Termination") and 8 ("General Provisions") hereof will survive termination of this Agreement and will continue in full force and effect thereafter.

8. GENERAL PROVISIONS.

This Agreement constitutes the entire agreement between you and HUMUSOFT and supersedes any prior agreement, whether oral or written, relating to the subject matter of this Agreement.

The section headings in this Agreement are solely for convenience and will not be considered in its interpretation.

HUMUSOFT and the HUMUSOFT logo are registered trademarks of HUMUSOFT s.r.o.

Thank you for using Orbisnap.

-END-

X. License Agreement for wxWidgets GUI API

wxWindows Library Licence, Version 3
=====

Copyright (C) 1998 Julian Smart, Robert Roebling [, ...]

Everyone is permitted to copy and distribute verbatim copies of this licence document, but changing it is not allowed.

WXWINDOWS LIBRARY LICENCE
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Library General Public Licence as published by the Free Software Foundation; either version 2 of the Licence, 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 Library General Public Licence for more details.

You should have received a copy of the GNU Library General Public Licence along with this software, usually in a file named COPYING.LIB. If not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA.

EXCEPTION NOTICE

1. As a special exception, the copyright holders of this library give permission for additional uses of the text contained in this release of the library as licenced under the wxWindows Library Licence, applying either version 3 of the Licence, or (at your option) any later version of the Licence as published by the copyright holders of version 3 of the Licence document.
2. The exception is that you may use, copy, link, modify and distribute under the user's own terms, binary object code versions of works based on the Library.
3. If you copy code from files distributed under the terms of the GNU General Public Licence or the GNU Library General Public Licence into a copy of this library, as this licence permits, the exception does not apply to the code that you add in this way. To avoid misleading anyone as to the status of such modified files, you must delete this exception notice from such code and/or adjust the licensing conditions notice accordingly.
4. If you write modifications of your own for this library, it is your choice whether to permit this exception to apply to your modifications. If you do not wish that, you must delete the exception notice from such code and/or adjust the licensing conditions notice accordingly.

-END-

XI. License Agreement for Mozilla JavaScript

AMENDMENTS

The Netscape Public License Version 1.1 ("NPL") consists of the Mozilla Public License Version 1.1 with the following Amendments, including Exhibit A-Netscape Public License. Files identified with "Exhibit A-Netscape Public License" are governed by the Netscape Public License Version 1.1.

Additional Terms applicable to the Netscape Public License.

I. Effect.

These additional terms described in this Netscape Public License -- Amendments shall apply to the Mozilla Communicator client code and to all Covered Code under this License.

II. "Netscape's Branded Code" means Covered Code that Netscape distributes and/or permits others to distribute under one or more trademark(s) which are controlled by Netscape but which are not licensed for use under this License.

III. Netscape and logo.

This License does not grant any rights to use the trademarks "Netscape", the "Netscape N and horizon" logo or the "Netscape lighthouse" logo, "Netcenter", "Gecko", "Java" or "JavaScript", "Smart Browsing" even if such marks are included in the Original Code or Modifications.

IV. Inability to Comply Due to Contractual Obligation.

Prior to licensing the Original Code under this License, Netscape has licensed third party code for use in Netscape's Branded Code. To the extent that Netscape is limited contractually from making such third party code available under this License, Netscape may choose to reintegrate such code into Covered Code without being required to distribute such code in Source Code form, even if such code would otherwise be considered "Modifications" under this License.

V. Use of Modifications and Covered Code by Initial Developer.

V.1. In General.

The obligations of Section 3 apply to Netscape, except to the extent specified in this Amendment, Section V.2 and V.3.

V.2. Other Products.

Netscape may include Covered Code in products other than the Netscape's Branded Code which are released by Netscape during the two (2) years following the release date of the Original Code, without such additional products becoming subject to the terms of this License, and may license such additional products on different terms from those contained in this License.

V.3. Alternative Licensing.

Netscape may license the Source Code of Netscape's Branded Code, including Modifications incorporated therein, without such Netscape Branded Code becoming subject to the terms of this License, and may license such Netscape Branded Code on different terms from those contained in this License.

VI. Litigation.

Notwithstanding the limitations of Section 11 above, the provisions regarding litigation in Section 11(a), (b) and (c) of the License shall apply to all disputes relating to this License.

EXHIBIT A-Netscape Public License.

"The contents of this file are subject to the Netscape Public License Version 1.1 (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.mozilla.org/NPL/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is Mozilla Communicator client code, released March 31, 1998.

The Initial Developer of the Original Code is Netscape Communications Corporation. Portions created by Netscape are Copyright (C) 1998-1999 Netscape Communications Corporation. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[] License"), in which case the provisions of [] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [] License and not to allow others to use your version of this file under the NPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the NPL or the [] License."

MOZILLA PUBLIC LICENSE

1. Definitions.

1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.8.1. "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 any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

- A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.
- B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "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.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. 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. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

- (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 Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and
- (b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).
- (c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code 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 Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

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 Code 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 makes Commercial Use of the Covered Code.
- (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) separate from the Contributor Version; 3) 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 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License

or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims. If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs. If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations. Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. 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.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under 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 version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You

distribute the Executable version 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 any 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.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code 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 Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE 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 CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE 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 CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. 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. All sublicenses to

the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. 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 CODE 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 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.

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" 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 Code with only those rights set forth herein.

11. 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 California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, 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.

12. 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.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the NPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

EXHIBIT A -Mozilla Public License.

``The contents of this file are subject to the Mozilla Public License Version 1.1 (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.mozilla.org/MPL/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is _____.

The Initial Developer of the Original Code is _____.
Portions created by _____ are Copyright (C) _____
_____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[] License"), in which case the provisions of [] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [] License."

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

-END-

XII. License Agreement for AMD Core Math Library

IMPORTANT: This is a legal agreement ("Agreement") between you, either as an individual or an entity, (the "USER") and Advanced Micro Devices, Inc. ("AMD"). By loading the software or any portion thereof ("Software"), and any related documentation ("Documentation"), USER agrees to all of the terms of this

Agreement. Additionally, USER remains subject to the original terms and conditions of any other software license agreements entered into by USER and a third party. USER is responsible for ensuring that use of the Software provided by AMD is not in violation of any such agreement.

DO NOT LOAD THIS SOFTWARE UNTIL YOU HAVE CAREFULLY READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. LOADING OR OTHERWISE USING THE SOFTWARE OR DOCUMENTATION CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THIS SOFTWARE, DOCUMENTATION OR ANY PORTION THEREOF.

NOW THEREFORE, the parties hereto agree as follows:

1. Definitions.

- a. "Software" shall mean the AMD Core Math Library, and does not include any third-party runtime libraries.
- b. "Documentation" shall mean all manuals for the Software or Licensed Materials, and all other materials, regardless of media, that describe or relate to the design, use or operation of the Software or Licensed Materials.
- c. "Executable Code" shall mean all software in a machine-readable, binary or executable form.
- d. "BLAS Library" shall mean a derivative library in Executable Code, compiled by The MathWorks, Inc. ("MathWorks") from the Software and operating only with MathWorks' products.
- e. "Licensed Materials" shall mean the BLAS Library as provided by MathWorks, including Documentation and Updates.
- f. "Effective Date" shall mean a date upon which USER uses the Software or Licensed Materials or accesses the Documentation.

2. License and Covenant.

- a. Subject to the terms of this Agreement, AMD hereby grants to USER a limited, non-exclusive, non-transferable, royalty-free copyright license to use the Licensed Materials only for the purpose of executing and evaluating the performance of software. AMD hereby covenants not to assert any copyright in the Software or Licensed Materials where USER has distributed ONLY Executable Code (and no other form of code) incorporating the foregoing, or portions thereof, only for the purpose of executing and evaluating the performance of software. This covenant shall terminate immediately with respect to any person or entity asserting or threatening to assert any intellectual property right against AMD. Any such distribution by USER must provide at least the same protections for AMD as USER provides itself in its licensing agreements, must make clear that the recipient of such distribution is agreeing to the terms of this Agreement, must disclose the title of this Agreement as "LICENSE AGREEMENT FOR AMD CORE MATH LIBRARY," and must present the terms of this Agreement and require affirmative acceptance of the terms thereof (by way of at least a "clickwrap") prior to installation of any material distributed by USER that incorporates Executable Code incorporating the Software or Licensed Materials or portions thereof. USER may not distribute any form of code incorporating the Licensed Materials or Software or portions thereof except for Executable Code. Other than the limited license granted in this Section 2.a., USER shall have no other rights in the Licensed Materials or Software, whether express, implied, arising by estoppel or otherwise. If USER desires to distribute any of the Licensed Materials or Software in any form other than Executable Code incorporating portions of the Licensed Materials or Software, the USER shall enter into a separate written agreement with AMD.
- b. Without limiting Section 2.a. above, USER does NOT have the right:
 - i. to modify, adapt, translate, or create derivative works based upon the Licensed Materials or Software or any part thereof; or
 - ii. to modify, disassemble, reverse engineer, decompile, or otherwise reduce to source code or any human perceivable form any part of the Software, Licensed Materials or Updates thereto that are not already Source Code; or
 - iii. to remove proprietary legends in the Software or Licensed Materials, including but not limited to legends that protect AMD's patent, trade secret, copyright and other proprietary rights in the Software or Licensed Materials.

3. **Ownership and Copyright of Material.** The Software and Licensed Materials are owned by AMD and its licensors and are protected by United States intellectual property laws and international treaty provisions. Except as expressly provided herein, AMD does not grant any express or implied right to USER under AMD patents, copyrights, trademarks, or trade secret information.

4. **Obligations of the Parties.**

- a. **Licensed Materials and Software.** USER may use the Licensed Materials and Software only in accordance with the terms and conditions of this Agreement.
- b. **Feedback.** During the term of this Agreement, USER may inform AMD of all errors, difficulties or other problems with the Licensed Materials or Software, collectively referred to as "feedback". AMD may use for any purpose whatsoever, any feedback USER provides regarding the Licensed Material or Software, including, but not limited to, usability, bug reports and test reports.
- c. **Issuance of Software or Licensed Materials.** AMD shall not be obligated to make the Software or Licensed Materials publicly available, in whole or in part.
- d. **Support.** AMD may, in its sole discretion, provide to USER Updates to the Software, Licensed Materials and Documentation, and such Updates will be covered under this Agreement. AMD is under no obligation to provide USER with any Updates, support, or maintenance of the Software, Licensed Materials or Documentation.

5. **Disclaimer of Warranty and Indemnity.** AMD MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PERFORMANCE OF THE SOFTWARE OR LICENSED MATERIALS IN ANY WAY. FURTHERMORE, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE SOFTWARE OR LICENSED MATERIALS, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING, AND ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT.

IN NO EVENT SHALL AMD BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOST BUSINESS INFORMATION, OR ANY OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR LICENSED MATERIALS, EVEN IF AMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER acknowledges that its use of the Software or Licensed Materials without charge reflects this allocation of risk. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion or implied warranties, and therefore, the above limitations might not apply to USER.

In addition to the disclaimer of warranties set forth above, it is understood that AMD makes no representations concerning the completeness, accuracy or operation of the Software or Licensed Materials.

Furthermore, USER shall have the sole responsibility for adequate protection and backup of its data used in connection with the Software or Licensed Materials, and USER shall not make any claim against AMD for lost data, re-run time, inaccurate input, work delays or lost profits resulting from the use of the Software or Licensed Materials.

USER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AMD, ITS LICENSORS, ITS LICENSEES, AND ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR AGENTS, FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY AND OTHER EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), RELATED TO OR RESULTING FROM (A) THE USE OF ANY SOFTWARE, LICENSED MATERIALS OR DERIVATIVE WORKS THEREOF OR ANY OTHER MATERIALS PROVIDED AS A RESULT OF THIS AGREEMENT OR (B) ANY SOFTWARE OR LICENSED MATERIALS CREATED OR DISTRIBUTED BY USER.

6. **Limitation of Liability.** If, notwithstanding the provisions of this Agreement, AMD shall at any time have any liability arising from or by virtue of this Agreement, whether due to AMD's gross negligence, AMD's breach of its obligations under this Agreement, or otherwise, USER agrees that in no event will the total aggregate liability of AMD for any claims, losses, or damages exceed \$1,000. This limitation of liability is complete and exclusive, shall apply even if AMD has been advised of the possibility of such potential claims, losses, or damages, and shall apply regardless of the success or effectiveness of any

other remedies possessed by USER, USER's customers, or any third parties. This limitation of liability reflects an agreed upon allocation of risk between AMD and USER in view of the nature of this transaction. AMD assumes no liability that may arise out of the use or possession of the Software or Licensed Materials.

7. **Termination.** This Agreement shall expire in one (1) year, and will automatically renew for successive one (1) year periods unless terminated earlier in accordance with the terms of this Agreement, or within five (5) business days of written notice to AMD. If USER fails to comply with any of its obligations hereunder, AMD shall have the right, at any time, to terminate the Agreement, and within five (5) days after termination of the Agreement for any reason other than the Software or Licensed Materials being released as a standard AMD product, USER will remove or certify to the destruction of, the Licensed Materials from its computer systems and return to AMD the Software and Licensed Materials in the form provided by AMD.
8. **General.**
 - a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements concerning the subject matter herein and may not be changed or terminated except by written communication signed by the party against whom the same is sought to be enforced.
 - b. **Severability.** If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, such provisions or portions thereof are to that extent deemed to be omitted. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. The USER's remedies in this Agreement are exclusive.
 - c. **Governing Law, Venue.** This Agreement shall be governed by the laws of the State of California. Each party hereto submits to the jurisdiction of the state and federal courts of Santa Clara County and the Northern District of California for the purposes of all legal proceedings arising out of or relating to this Agreement or the subject matter hereof. Each party waives any objection which it may have to contest such forum.
 - d. **Import/Export/Re-Export/Use/Release/Transfer Restrictions and Compliance with Applicable Laws.** USER is hereby provided notice, and agrees and acknowledges by signing this Agreement, that the Licensed Materials and Software as well as any accompanying information may be subject to restrictions on use, release, transfer, importation, exportation and/or re-exportation under the laws and regulations of the United States or other countries ("Applicable Laws"), which include but are not limited to U.S. export control laws such as the Export Administration Regulations and national security controls defined thereunder, as well as State Department controls under the U.S. Munitions List. USER further agrees that the Software, Licensed Materials, any source code, any accompanying media, material and information, and any product thereof, will not be used, released, transferred, imported, exported and/or re-exported in any manner prohibited under Applicable Laws, including U.S. export control laws regarding specifically designated persons, countries and nationals of countries subject to national security controls.
 - e. **Government Users.** If USER is a U.S. Government USER, then the Software and Licensed Materials are provided with "RESTRICTED RIGHTS" as set forth in subparagraphs (c) (1) and (2) of the Commercial Computer Software – Restricted Rights clause at FAR 52.227-14 or subparagraph (c) (1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, as applicable.
 - f. **No waiver.** The failure of AMD to enforce any rights granted hereunder or to take action against USER in the event of any breach hereunder shall not be deemed a waiver by AMD as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

-END-

XIII. License Agreement for Mersenne Twister Code

Copyright (C) 1997 - 2002, Makoto Matsumoto and Takuji Nishimura,
All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The names of its contributors may not be used to endorse or promote products derived from this software without specific prior written permission.

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

Any feedback is very welcome.

<http://www.math.sci.hiroshima-u.ac.jp/~m-mat/MT/emt.html>

-END-

XIV. License Agreement for activation.jar file of JAVAMAIL

Sun Microsystems, Inc.
Binary Code License Agreement

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. **LICENSE TO USE.** Sun grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid.
2. **RESTRICTIONS.** Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun 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.
3. **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.

4. **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.

5. **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.

6. **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. Upon Termination, you must destroy all copies of Software.

7. **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.

8. **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).

9. **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.

10. **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.

11. **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.

JAVAMAIL, VERSION 1.2 SUPPLEMENTAL LICENSE TERMS

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

1. **Software Internal Use and Development License Grant.** Subject to the terms and conditions of this Agreement, including, but not limited to Section 3 (Java(TM) Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce internally and use internally the binary form of the Software, complete and unmodified, for the sole purpose of designing, developing and testing your Java applets and applications ("Programs").

2. License to Distribute Software. Subject to the terms and conditions of this Agreement, including, but not limited to Section 3 (Java (TM) Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce and distribute the Software in binary code form only, provided that (i) you distribute the Software complete and unmodified and only bundled as part of, and for the sole purpose of running, your Java applets or applications ("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, (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.

3. 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.

4. Trademarks and Logos. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, STAROFFICE, STARPORTAL and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, STAROFFICE, STARPORTAL 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.

5. Source Code. Software may contain source code that 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.

6. Termination for Infringement. 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.

For inquiries please contact: Sun Microsystems, Inc. 901 San Antonio Road,
Palo Alto, California 94303

-END-

XV. License Agreement for JAVABEANS™ ACTIVATION FRAMEWORK

Sun Microsystems, Inc.
Binary Code License Agreement

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. LICENSE TO USE. Sun grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid.

2. **RESTRICTIONS.** Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun 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.

3. **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.

4. **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.

5. **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.

6. **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. Upon Termination, you must destroy all copies of Software.

7. **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.

8. **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).

9. **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.

10. **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.

11. **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.

JAVA OPTIONAL PACKAGE

JAVABEANS(TM) ACTIVATION FRAMEWORK, VERSION 1.0.2
SUPPLEMENTAL LICENSE TERMS

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

1. **Software Internal Use and Development License Grant.** Subject to the terms and conditions of this Agreement, including, but not limited to Section 3 (Java(TM) Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce internally and use internally the binary form of the Software, complete and unmodified, for the sole purpose of designing, developing and testing your Java applets and applications ("Programs").
2. **License to Distribute Software.** In addition to the license granted in Section 1 (Software Internal Use and Development License Grant) of these Supplemental Terms, subject to the terms and conditions of this Agreement, including but not limited to, Section 3 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce and distribute the Software in binary code form only, provided that you (i) distribute the Software complete and unmodified and only bundled as part of your Programs, (ii) do not distribute additional software intended to replace any component(s) of the Software, (iii) do not remove or alter any proprietary legends or notices contained in the Software, (iv) only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and (v) 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.
3. **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.
4. **No Support.** Sun is under no obligation to support the Software or to provide you with updates or error corrections. You acknowledge that the Software may have defects or deficiencies which cannot or will not be corrected by Sun.
5. **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.
6. **Source Code.** Software may contain source code that 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.
7. **Termination for Infringement.** 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.

For inquiries please contact: Sun Microsystems, Inc. 901 San Antonio Road, Palo Alto, California 94303 (LFI#115020/Form ID#011801)

-END-

XVI. License Agreement for OPC Binaries

NON-EXCLUSIVE LICENSE AGREEMENT

The OPC Foundation, a non-profit corporation (the “OPC Foundation”), has established a set of standard specifications intended to foster greater interoperability between automation/control applications, field systems/devices, and business/office applications in the process control industry.

The OPC specifications define standard interfaces, objects, methods, and properties for servers of real-time information like distributed process systems, programmable logic controllers, smart field devices and analyzers. The OPC Foundation distributes specifications, prototype software examples and related documentation (collectively, the “OPC Materials”) to its members in order to facilitate the development of OPC compliant applications.

The OPC Foundation will grant to you (the “User”), whether an individual or legal entity, a license to use, and provide User with a copy of, the current version of the OPC Materials so long as User abides by the terms contained in this Non-Exclusive License Agreement (“Agreement”). If User does not agree to the terms and conditions contained in this Agreement, the OPC Materials may not be used, and all copies (in all formats) of such materials in User’s possession must either be destroyed or returned to the OPC Foundation. By using the OPC Materials, User (including any employees and agents of User) agrees to be bound by the terms of this Agreement.

All OPC Materials, unless explicitly designated otherwise, are only available to currently registered members of the OPC Foundation (an “Active Member”). If the User is not an employee or agent of an Active Member then the User is prohibited from using the OPC Materials and all copies (in all formats) of such materials in User’s possession must either be destroyed or returned to the OPC Foundation.

LICENSE GRANT:

Subject to the terms and conditions of this Agreement, the OPC Foundation hereby grants to User a non-exclusive, royalty-free, limited license to use, copy, display and distribute the OPC Materials in order to make, use, sell or otherwise distribute any products and/or product literature that are compliant with the standards included in the OPC Materials. User may not distribute OPC Materials outside of the Active Member organization to which User belongs unless the OPC Foundation has explicitly designated the OPC Material for public use.

All copies of the OPC Materials made and/or distributed by User must include all copyright and other proprietary rights notices include on or in the copy of such materials provided to User by the OPC Foundation.

The OPC Foundation shall retain all right, title and interest (including, without limitation, the copyrights) in the OPC Materials, subject to the limited license granted to User under this Agreement.

The following additional restrictions apply to all OPC Materials that are software source code, libraries, or executables:

- 1) User is requested to acknowledge the use of the OPC Materials and provide a link to the OPC Foundation home page www.opcfoundation.org from the About box of the User’s or Active Member’s application(s).
- 2) User may include the source code, modified source code, built binaries or modified built binaries within User’s own applications for either personal or commercial use. However, the source code, modified source code, built binaries or modified built binaries cannot be sold as is, either individually or together.

In other words, User may use OPC Foundation software to enhance the User's applications and to ensure compliance with the various OPC specifications. User is prohibited from gaining commercially from the OPC software itself.

PUBLIC USE DECLARATION:

The public is granted non-exclusive, royalty-free, limited license to download, use and redistribute the following deliverables. (The OPC Foundation retains ownership and full copyright)

"OPC Core Components x.xx SDK"

"OPC Core Components x.xx Redistributable"

"OPC COM ProxyStub Merge Module"

"OPC.NET API x.xx Redistributables (x86)"

"OPC.NET API x.xx Merge Module (x86)"

CORPORATE MEMBER USE DECLARATION:

OPC Foundation Corporate Members are granted non-exclusive, royalty-free, limited license to download, use and redistribute the following deliverables. (The OPC Foundation retains ownership and full copyright)

"OPC DA x.xx Sample Binaries"

"OPC XMLDA x.xx Sample Binaries"

"OPC HDA x.xx Sample Binaries"

"OPC AE x.xx Sample Binaries"

"OPC DX x.xx Sample Binaries"

"OPC DX x.xx Sample Binaries"

"OPC.NET API x.xx Source Code"

WARRANTY AND LIABILITY DISCLAIMERS:

User acknowledges that the OPC Foundation has provided the OPC Materials for informational purposes only in order to help User understand the relevant OPC specifications.. THE OPC MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. USER BEARS ALL RISK RELATING TO QUALITY, DESIGN, USE AND PERFORMANCE OF THE OPC MATERIALS. The OPC Foundation and its members do not warrant that the OPC Materials, their design or their use will meet User's requirements, operate without interruption or be error free.

IN NO EVENT SHALL THE OPC FOUNDATION, ITS MEMBERS, OR ANY THIRD PARTY BE LIABLE FOR ANY COSTS, EXPENSES, LOSSES, DAMAGES (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES) OR INJURIES

INCURRED BY USER OR ANY THIRD PARTY AS A RESULT OF THIS AGREEMENT OR ANY USE OF THE OPC MATERIALS.

GENERAL PROVISIONS:

This Agreement and User's license to the OPC Materials shall be terminated (a) by User ceasing all use of the OPC Materials, (b) by User obtaining a superseding version of the OPC Materials, or (c) by the OPC Foundation, at its option, if User commits a material breach hereof. Upon any termination of this Agreement, User shall immediately cease all use of the OPC Materials, destroy all copies thereof then in its possession and take such other actions as the OPC Foundation may reasonably request to ensure that no copies of the OPC Materials licensed under this Agreement remain in its possession.

User shall not export or re-export the OPC Materials or any product produced directly by the use thereof to any person or destination that is not authorized to receive them under the export control laws and regulations of the United States.

The Software and Documentation are provided with Restricted Rights. Use, duplication or disclosure by the U.S. government is subject to restrictions as set forth in (a) this Agreement pursuant to DFARs 227.7202-3(a); (b) subparagraph (c)(1)(i) of the Rights in Technical Data and Computer Software clause at DFARs 252.227-7013; or (c) the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 subdivision (c)(1) and (2), as applicable. Contractor/ manufacturer is the OPC Foundation, 16101 N. 82nd Street, Suite 3B, Scottsdale, AZ 85260-1830, USA.

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

This Agreement shall be governed by and construed under the laws of the State of Minnesota, excluding its choice or law rules.

This Agreement embodies the entire understanding between the parties with respect to, and supersedes any prior understanding or agreement (oral or written) relating to, the OPC Materials.

-END-

XVII. License Agreement for the Java™ Access Bridge for Microsoft Windows, Version 2.0.1

Sun Microsystems, Inc. ("Sun") ENTITLEMENT for SOFTWARE

Licensee/Company: Entity receiving Software.

Effective Date: Date Sun delivers the Software to You.

Software: Java Access Bridge for Microsoft Windows, Version 2.0.1

Host Software: The software product described in the Software's documentation with which the Software is intended to be used.

Permitted Use: The Permitted Use shall be the same as the Permitted Use in Your Host Software's Software License Agreement. Software may only be used in conjunction with the Host Software. Use of the Software on a stand-alone basis is not permitted under this license. If You do not have a valid license to use the Host Software, You may not use the Software for any Permitted Use, including Evaluation Use.

License Term: The License Term shall be the same as the License Term set forth in your Host Software's Software License Agreement.

Licensed Unit: The Licensed Unit shall be the same as the Licensed Unit set forth in your Host Software's Software License Agreement.

Licensed Unit Count: The License Unit Count shall be the same as the Licensed Unit Count set forth in your Host Software's Software License Agreement.

Permitted Uses:

1. You may reproduce and use the Software for Individual, Commercial, or Research and Instructional Use for the purposes of designing, developing, testing, and running Your applets and application("Programs").

2. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software's documentation, You may reproduce and distribute portions of Software identified as a redistributable in the documentation ("Redistributable"), provided that:

(a) You distribute Redistributable complete and unmodified and only bundled as part of Your Programs,

(b) Your Programs add significant and primary functionality to the Redistributable,

(c) You distribute Redistributable for the sole purpose of running Your Programs,

(d) You do not distribute additional software intended to replace any component(s) of the Redistributable,

(e) You do not remove or alter any proprietary legends or notices contained in or on the Redistributable.

(f) You only distribute the Redistributable subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and

(g) 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 Redistributable.

3. Subject to the terms and conditions of this Agreement, You may use and modify those source files specifically identified as installer source files in the Software's README file ("the Installer Source Files") to develop installers for use with Your Programs ("Binary Installers"). Binary Installers are Redistributables.

4. Java Technology Restrictions. You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, 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.

Sun Microsystems, Inc. ("Sun")
SOFTWARE LICENSE AGREEMENT

READ THE TERMS OF THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE OPENING SOFTWARE MEDIA PACKAGE. BY OPENING SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" (OR "EXIT") BUTTON AT THE END OF THIS AGREEMENT. IF YOU HAVE SEPARATELY AGREED TO LICENSE TERMS ("MASTER TERMS") FOR YOUR LICENSE TO THIS SOFTWARE, THEN SECTIONS 1-5 OF THIS AGREEMENT ("SUPPLEMENTAL LICENSE TERMS") SHALL SUPPLEMENT AND SUPERSEDE THE MASTER TERMS IN RELATION TO THIS SOFTWARE.

1. Definitions.

(a) "Entitlement" means the collective set of applicable documents authorized by Sun evidencing your obligation to pay associated fees (if any) for the license, associated Services, and the authorized scope of use of Software under this Agreement.

- (b) "Licensed Unit" means the unit of measure by which your use of Software and/or Service is licensed, as described in your Entitlement.
- (c) "Permitted Use" means the licensed Software use(s) authorized in this Agreement as specified in your Entitlement. The Permitted Use for any bundled Sun software not specified in your Entitlement will be evaluation use as provided in Section 3.
- (d) "Service" means the service(s) that Sun or its delegate will provide, if any, as selected in your Entitlement and as further described in the applicable service listings at www.sun.com/service/servicelist.
- (e) "Software" means the Sun software described in your Entitlement. Also, certain software may be included for evaluation use under Section 3.
- (f) "You" and "Your" means the individual or legal entity specified in the Entitlement, or for evaluation purposes, the entity performing the evaluation.

2. License Grant and Entitlement.

Subject to the terms of your Entitlement, Sun grants you a nonexclusive, nontransferable limited license to use Software for its Permitted Use for the license term. Your Entitlement will specify (a) Software licensed, (b) the Permitted Use, (c) the license term, and (d) the Licensed Units.

Additionally, if your Entitlement includes Services, then it will also specify the (e) Service and (f) service term.

If your rights to Software or Services are limited in duration and the date such rights begin is other than the purchase date, your Entitlement will provide that beginning date(s).

The Entitlement may be delivered to you in various ways depending on the manner in which you obtain Software and Services, for example, the Entitlement may be provided in your receipt, invoice or your contract with Sun or authorized Sun reseller. It may also be in electronic format if you download Software.

3. Permitted Use.

As selected in your Entitlement, one or more of the following Permitted Uses will apply to your use of Software. Unless you have an Entitlement that expressly permits it, you may not use Software for any of the other Permitted Uses. If you don't have an Entitlement, or if your Entitlement doesn't cover additional software delivered to you, then such software is for your Evaluation Use.

- (a) Evaluation Use. You may evaluate Software internally for a period of 90 days from your first use.
- (b) Research and Instructional Use. You may use Software internally to design, develop and test, and also to provide instruction on such uses.
- (c) Individual Use. You may use Software internally for personal, individual use.
- (d) Commercial Use. You may use Software internally for your own commercial purposes.
- (e) Service Provider Use. You may make Software functionality accessible (but not by providing Software itself or through outsourcing services) to your end users in an extranet deployment, but not to your affiliated companies or to government agencies.

4. Licensed Units.

Your Permitted Use is limited to the number of Licensed Units stated in your Entitlement. If you require additional Licensed Units, you will need additional Entitlement(s).

5. Restrictions.

- (a) The copies of Software provided to you under this Agreement are licensed, not sold, to you by Sun. Sun reserves all rights not expressly granted.
- (b) You may make a single archival copy of Software, but

otherwise may not copy, modify, or distribute Software. However if the Sun documentation accompanying Software lists specific portions of Software, such as header files, class libraries, reference source code, and/or redistributable files, that may be handled differently, you may do so only as provided in the Sun documentation. (c) You may not rent, lease, lend or encumber Software. (d) Unless enforcement is prohibited by applicable law, you may not decompile, or reverse engineer Software. (e) The terms and conditions of this Agreement will apply to any Software updates, provided to you at Sun's discretion, that replace and/or supplement the original Software, unless such update contains a separate license. (f) You may not publish or provide the results of any benchmark or comparison tests run on Software to any third party without the prior written consent of Sun. (g) Software is confidential and copyrighted. (h) Unless otherwise specified, if Software is delivered with embedded or bundled software that enables functionality of Software, you may not use such software on a stand-alone basis or use any portion of such software to interoperate with any program(s) other than Software. (i) Software may contain programs that perform automated collection of system data and/or automated software updating services. System data collected through such programs may be used by Sun, its subcontractors, and its service delivery partners for the purpose of providing you with remote system services and/or improving Sun's software and systems. (j) Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility and Sun and its licensors disclaim any express or implied warranty of fitness for such uses. (k) 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.

6. Term and Termination.

The license and service term are set forth in your Entitlement(s). Your rights under this Agreement will terminate immediately without notice from Sun if you materially breach it or take any action in derogation of Sun's and/or its licensors' rights to Software. Sun may terminate this Agreement should any Software become, or in Sun's reasonable opinion likely to become, the subject of a claim of intellectual property infringement or trade secret misappropriation. Upon termination, you will cease use of, and destroy, Software and confirm compliance in writing to Sun. Sections 1, 5, 6, 7, and 9-15 will survive termination of the Agreement.

7. Java Compatibility and Open Source.

Software may contain Java technology. You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements available under a separate agreement available at www.java.net.

Sun supports and benefits from the global community of open source developers, and thanks the community for its important contributions and open standards-based technology, which Sun has adopted into many of its products.

Please note that portions of Software may be provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all Software in this distribution.

8. Limited Warranty.

Sun warrants to you that for a period of 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. Some states do not allow limitations on certain implied warranties, 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.

9. 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.

10. 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.

11. Export Regulations.

All Software, documents, technical data, and any other materials delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with these laws and regulations and acknowledge that you have the responsibility to obtain any licenses to export, re-export, or import as may be required after delivery to you.

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, including any terms contained in your Entitlement, 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.

Please contact Sun Microsystems, Inc. 4150 Network Circle, Santa Clara, California 95054 if you have questions.

-END-

XVIII. License Agreement for FreeType Library

The FreeType Project LICENSE

2006-Jan-27

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:

- We don't promise that this software works. However, we will be interested in any kind of bug reports. ('as is' distribution)
- You can use this software for whatever you want, in parts or full form, without having to pay us. ('royalty-free' usage)
- 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 © <year> The FreeType Project (www.freetype.org). All rights reserved.

«««»»

Please replace <year> with the value from the FreeType version you actually use.

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:

- 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.
- 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:

- freetype@nongnu.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.

- freetype-devel@nongnu.org

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

Our home page can be found at

- <http://www.freetype.org>

--- end of FTL.TXT ---

-END-

XIX. License Agreement for the MPICH2 Libraries

COPYRIGHT

The following is a notice of limited availability of the code, and disclaimer which must be included in the prologue of the code and in all source listings of the code.

Copyright Notice + 2002 University of Chicago

Permission is hereby granted to use, reproduce, prepare derivative works, and to redistribute to others. This software was authored by:

Mathematics and Computer Science Division
Argonne National Laboratory, Argonne IL 60439

(and)

Department of Computer Science
University of Illinois at Urbana-Champaign

GOVERNMENT LICENSE

Portions of this material resulted from work developed under a U.S. Government Contract and are subject to the following license: the Government is granted for itself and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license in this computer software to reproduce, prepare derivative works, and perform publicly and display publicly.

DISCLAIMER

This computer code material was prepared, in part, as an account of work sponsored by an agency of the United States Government. Neither the United States, nor the University of Chicago, nor any of their employees, makes any warranty express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

Portions of this code were written by Microsoft. Those portions are Copyright © 2007 Microsoft Corporation. Microsoft grants permission to use, reproduce, prepare derivative works, and to redistribute to others. The code is licensed "as is." The User bears the risk of using it. Microsoft gives no express warranties,

guarantees or conditions. To the extent permitted by law, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

-END-

XX. The BSD License for JGoodies Looks and JGoodies Forms

=====

JGoodies Looks: Copyright (c) 2001-2005 JGoodies Karsten Lentzsch. All rights reserved.
JGoodies Forms: Copyright (c) 2001-2009 JGoodies Karsten Lentzsch. All rights reserved.

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

- o Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- o 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.
- o Neither the name of JGoodies Karsten Lentzsch 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.

-END-

XXI. License Agreement for JIDE Software

JIDE Software, Inc.
Copyright (c) 2002 - 2012 JIDE Software, Inc, all rights reserved.

SOFTWARE LICENSE AGREEMENT FOR JIDE SOFTWARE, INC.'S PRODUCTS

IMPORTANT - READ CAREFULLY: This JIDE Software, Inc. ("JIDE") Software License Agreement ("SLA") is a legal agreement between you (an individual developer or a company of software applications) and JIDE for the JIDE software product accompanying this SLA, which includes computer software and may include associated source code, media, printed materials, and "on-line" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this SLA. If you do not agree to the terms of this SLA, do not install, use, distribute in any manner, or replicate in any manner, any part, file or portion of the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. **RIGOROUS ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS.** If the licensed right of use for this SOFTWARE PRODUCT is purchased by you with any intent to reverse engineer, decompile, create derivative works, and the exploitation or unauthorized transfer of, any JIDE intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist, and any products created as a result shall be judged illegal by definition of all applicable law. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal and international law.
2. **GRANT OF LICENSE.** This SLA, if legally executed as defined herein, licenses and so grants you the following rights:

A. Single Developer License. Single Developer License allows an individual developer to use APIs ("Application Programming Interface") provided by SOFTWARE PRODUCT in any number of projects that he or she is working on. A Single Developer License for the SOFTWARE PRODUCT may not be shared or used by more than one individual developer. In a project that uses the SOFTWARE PRODUCT, each individual developer on the project requires a separate Single Developer License as long as they need to access JIDE

B. Source Code License. In addition to the license and rights granted above, JIDE grants you the right to use and modify the JIDE source provided you licensed source code. Different from developer license, source code license is licensed to a team. Each team only needs to purchase one copy of source code license and share it among those developers who have their own Single Developer License.

1. **JIDE shall retain all right, title and interest in and to all updates, modifications, enhancements and derivative works, in whole or in part, of the JIDE Source Code** created by you, including all copyrights subsisting therein, to the extent such modifications, enhancements or derivative works contain copyrightable code or expression derived from the JIDE source code; provided, however, that JIDE grants to you a fully-paid, royalty free license, to use copy and modify such updates, modifications, enhancements and derivative works or copies thereof for use as authorized in this LICENSE.
2. You may not distribute the JIDE source code, or any modified version or derivative work of the JIDE source code, in source code form.
3. JIDE require all developers in your project who plan to access JIDE source code signing on the source code license. As long as they signed, they become registered developers. An alternative to this is to let a delegate signs source code license as an organization. The delegate will be responsible for letting other developers who plan to access the source code reviewing this license agreement first before releasing them the access.
4. The source code contained herein and in related files is provided to the registered developer for the purposes of education and troubleshooting. Under no circumstances may any portion of the source code be distributed, disclosed or otherwise made available to any third party without the express written consent of JIDE.
5. Under no circumstances may the source code be used in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any JIDE products.
6. The registered developer acknowledges that this source code contains valuable and proprietary trade secrets of JIDE. The registered developer agrees to expend every effort to insure its confidentiality. For example, under no circumstances may the registered developer allow to put the source code on an internal network where he or she has no control.
7. Due to the insecurity of Java byte-code, if you plan to use classes that built from the source code directly, you must agree to obfuscate the classes before distributing it to your customers.
8. **SOURCE CODE IS SOLD AS IS. JIDE DOES NOT PROVIDE ANY TECHNICAL SUPPORT FOR SOURCE CODE.**

- C. **Deployment License.** There is no deployment license fee unless the number of your application deployments is larger than 1000 times of the number of developer licenses you purchased and you are unwilling to acknowledge using JIDE. You can acknowledge using JIDE by showing JIDE name and/or logo in about dialog, or splash screen or including this SLA in a license folder of your product release where has the licenses for all 3rd party libraries you are using or ny other places where users can easily notice. If you are unwilling to acknowledge using JIDE, a one-time, perpetual deployment license fee will be applicable.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- A. **Not for Resale Software.** The SOFTWARE PRODUCT is labeled and provided as "Not for Resale" or "NFR", then, notwithstanding other sections of this SLA, you may not resell, distribute, or otherwise transfer for value or benefit in any manner, the SOFTWARE PRODUCT or any derivative work using the SOFTWARE PRODUCT. You may not transfer, rent, lease, lend, copy, modify, translate, sublicense, time-share or electronically transmit the SOFTWARE PRODUCT, media or documentation. This also applies to any and all intermediate files, source code, and compiled executables.
- B. **Expose APIs.** The SOFTWARE PRODUCT is a software library. The exposed APIs is intended to be used by the licensed developers only. If such an exposing of APIs is unavoidable in your application or intended due to the nature of your application, please contact JIDE for a special agreement and is subject to extra charge to get such permission. Exposing the APIs to non-licensed developers without JIDE permission is strictly prohibited.
- C. **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, create derivative works, modify, translate, or disassemble the SOFTWARE PRODUCT, and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You agree to take all reasonable, legal and appropriate measures to prohibit the illegal dissemination of the SOFTWARE PRODUCT or any of its constituent parts and redistributables to the fullest extent of all applicable local, US Codes and International Laws and Treaties regarding anti-circumvention, including but not limited to, the Geneva and Berne World Intellectual Property Organization (WIPO) Diplomatic Conferences.
- D. **Rental.** You may not rent, lease, or lend the SOFTWARE PRODUCT.
- E. **Separation of Components, Their Constituent Parts and Redistributables.** The SOFTWARE PRODUCT is licensed as a single product. The SOFTWARE PRODUCT and its constituent parts and any provided redistributables may not be reverse engineered, decompiled, disassembled, nor placed for distribution, sale, or resale as individual creations by you or any individual not expressly given such permission by JIDE. The provision of source code, if included with the SOFTWARE PRODUCT, does not constitute transfer of any legal rights to such code, and resale or distribution of all or any portion of all source code and intellectual property will be prosecuted to the fullest extent of all applicable local, federal and international laws. All JIDE libraries, source code, redistributables and other files remain JIDE's exclusive property. You may not distribute any files, except those that JIDE has expressly designated as Redistributable.

The SOFTWARE PRODUCT may include certain files ("Redistributables") intended for distribution by you to the users of programs you create. Redistributables include jar file (or class files if you intend to package all JIDE classes into your own jar). Developer Guide of SOFTWARE PRODUCT (if any) or any other documents (such as javadoc) which are intended to teach you how to use the SOFTWARE PRODUCT, and sample code are not considered as redistributables. Subject to all of the terms and conditions in this SLA, you may reproduce and distribute exact copies of the Redistributables, provided that such copies are made from the original copy of the SOFTWARE PRODUCT or the copy transferred to a hard disk. Copies of Redistributables may only be distributed with and for the sole purpose of executing application programs permitted under this SLA that you have created using the SOFTWARE PRODUCT. You may reformat or recombine the original distribution format of redistributables provided by JIDE. However JIDE will not support or have any liability for such use.

F. Installation and Use. The license granted in this SLA for you to create your own compiled programs and distribute your programs and the Redistributables (if any), is subject to all of the following conditions:

I. All copies of the programs you create must bear a valid copyright notice, either your own or the JIDE copyright notice that appears on the SOFTWARE PRODUCT.

II. You may not remove or alter any JIDE copyright, trademark or other proprietary rights notice contained in any portion of JIDE libraries, source code, Redistributables or other files that bear such a notice.

III. JIDE provides no warranty at all to any person, and you will remain solely responsible to anyone receiving your programs for support, service, upgrades, or technical or other assistance, and such recipients will have no right to contact JIDE for such services or assistance.

IV. Your programs containing the SOFTWARE PRODUCT must be written using a licensed, registered copy of the SOFTWARE PRODUCT.

V. Your programs must add primary and substantial functionality, and may not be merely a set or subset of any of the libraries, code, Redistributables or other files of the SOFTWARE PRODUCT.

G. Support Services. JIDE may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by JIDE policies and programs described in the user manual, in on-line documentation and/or other JIDE provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this SLA. With respect to technical information you provide to JIDE as part of the Support Services, JIDE may use such information for its business purposes, including for product support and development.

H. Software Transfer. You may NOT permanently or temporarily transfer ANY of your rights under this SLA to any individual or entity. Regardless of any modifications which you make and regardless of how you might compile, link, and/or package your programs, under no circumstances may the libraries, redistributables, and/or other files of the SOFTWARE PRODUCT (including any portions thereof) be used for developing programs by anyone other than you. Only you as the licensed end user have the right to use the libraries, redistributables, or other files of the SOFTWARE PRODUCT (or any portions thereof) for developing programs created with the SOFTWARE PRODUCT. In particular, you may not share copies of the Redistributables with other co-developers. If you leave the company or go to another group where JIDE is no longer used, you may transfer the license to another developer within the team. After the transfer, you are no longer allowed to use SOFTWARE PRODUCT.

I. Termination. Without prejudice to any other rights or remedies, JIDE will terminate this SLA upon your failure to comply with all the terms and conditions of this SLA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts including any related documentation, and must remove ANY and ALL use of such technology with the next generally available release from any applications using technology contained in the SOFTWARE PRODUCT developed by you, whether in native, altered or compiled state.

J. Time Limitation: There is no time limitation on using the SOFTWARE PRODUCT as long as you don't violate this license agreement.

4. UPGRADES. If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use the SOFTWARE PRODUCT identified by JIDE as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade

replaces and/or supplements the SOFTWARE PRODUCT that formed the basis for your eligibility for the upgrade, and together constitute a single SOFTWARE PRODUCT. You may use the resulting upgraded SOFTWARE PRODUCT only in accordance with all the terms of this SLA.

5. **COPYRIGHT.** All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, demos, source code, intermediate files, packages, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by JIDE or its subsidiaries. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may install the SOFTWARE PRODUCT for use by you, a single developer. You may not copy any printed materials accompanying the SOFTWARE PRODUCT.
6. **GENERAL PROVISIONS.** This SLA may only be modified in writing signed by you and an authorized officer of JIDE. If any provision of this SLA is found void or unenforceable, the remainder will remain valid and enforceable according to its terms.
7. **MISCELLANEOUS.** If you acquired this product in the United States, this SLA is governed by the laws of the State of CA.

If this SOFTWARE PRODUCT was acquired outside the United States, then you, agree and ascend to the adherence to all applicable international treaties regarding copyright and intellectual property rights which shall also apply. In addition, you agree that any local law(s) to the benefit and protection of JIDE ownership of, and interest in, its intellectual property and right of recovery for damages thereto will also apply.

Should you have any questions concerning this SLA, or if you desire to contact JIDE for any reason, please contact us via our support web pages at <http://www.jidesoft.com/>.

8. **NO WARRANTIES.** JIDE EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE PRODUCT. THE PRODUCT AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT REMAINS WITH YOU.
9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JIDE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ANY OTHER PECUNIARY LOSS, ATTORNEY FEES AND COURT COSTS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF JIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

-END-

XXII. License Agreement for ARPACK and P_ARPACK

Rice BSD Software License

Permits source and binary redistribution of the software ARPACK and P_ARPACK for both non-commercial and commercial use.

Copyright (©) 2001, Rice University
Developed by D.C. Sorensen, R.B. Lehoucq, C. Yang, and K. Maschhoff.
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.

- If you modify the source for these routines we ask that you change the name of the routine and comment the changes made to the original.
- Written notification is provided to the developers of intent to use this software. Also, we ask that use of ARPACK is properly cited in any resulting publications or software documentation.
- Neither the name of Rice University (RICE) 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 RICE 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 RICE 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.

-END-

XXIII. License Agreement for OpenSSL

LICENSE ISSUES =====

The OpenSSL toolkit stays under a dual license, i.e. both the conditions of the OpenSSL License and the original SSLeay license apply to the toolkit. See below for the actual license texts. Actually both licenses are BSD-style Open Source licenses.

In case of any license issues related to OpenSSL please contact openssl-core@openssl.org.

OpenSSL License -----

/* =====

* Copyright (c) 1998-2011 The OpenSSL Project. All rights reserved.

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

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

* 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

* 3. All advertising materials mentioning features or use of this software must display the following acknowledgment:

*"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"

* 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.

* 5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.

* 6. Redistributions of any form whatsoever must retain the following acknowledgment:

"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)"

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

* =====

* This product includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

Original SSLeay License

/* Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)

* All rights reserved.

* This package is an SSL implementation written by Eric Young (eay@cryptsoft.com). The implementation was written so as to conform with Netscape's SSL.

* This library is free for commercial and non-commercial use as long as the following conditions are adhered to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com).

* Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

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

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

* 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

* 3. All advertising materials mentioning features or use of this software must display the following acknowledgement:

"This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)"

The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-).

* 4. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement:

"This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

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

The licence and distribution terms for any publicly available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence [including the GNU Public Licence.]

*/

-END-

XXIV. License Agreement for Hierarchical Data Format 5 (HDF5)

Copyright Notice and License Terms for HDF5 (Hierarchical Data Format 5) Software Library and Utilities

HDF5 (Hierarchical Data Format 5) Software Library and Utilities
Copyright 2006-2013 by The HDF Group.

NCSA HDF5 (Hierarchical Data Format 5) Software Library and Utilities
Copyright 1998-2006 by the Board of Trustees of the University of Illinois.

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted for any purpose (including commercial purposes) 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 materials provided with the distribution.
3. In addition, redistributions of modified forms of the source or binary code must carry prominent notices stating that the original code was changed and the date of the change.
4. All publications or advertising materials mentioning features or use of this software are asked, but not required, to acknowledge that it was developed by The HDF Group and by the National Center for Supercomputing Applications at the University of Illinois at Urbana-Champaign and credit the contributors.
5. Neither the name of The HDF Group, the name of the University, nor the name of any Contributor may be used to endorse or promote products derived from this software without specific prior written permission from The HDF Group, the University, or the Contributor, respectively.

DISCLAIMER:

THIS SOFTWARE IS PROVIDED BY THE HDF GROUP AND THE CONTRIBUTORS
"AS IS" WITH NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. In no event shall The
HDF Group or the Contributors be liable for any damages suffered by the users arising out of the use of this
software, even if advised of the possibility of such damage.

Contributors: National Center for Supercomputing Applications (NCSA) at the University of Illinois, Fortner
Software, Unidata Program Center (netCDF), The Independent JPEG Group (JPEG), Jean-loup Gailly and
Mark Adler (gzip), and Digital Equipment Corporation (DEC).

Portions of HDF5 were developed with support from the Lawrence Berkeley National Laboratory (LBNL) and
the United States Department of Energy under Prime Contract No. DE-AC02-05CH11231.

Portions of HDF5 were developed with support from the University of California, Lawrence Livermore
National Laboratory (UC LLNL).

The following statement applies to those portions of the product and must be retained in any redistribution of
source code, binaries, documentation, and/or accompanying materials:

This work was partially produced at the University of California, Lawrence Livermore National
Laboratory (UC LLNL) under contract no. W-7405-ENG-48 (Contract 48) between the U.S.

Department of Energy (DOE) and The Regents of the University of California (University) for the operation of UC LLNL.

DISCLAIMER:

This work was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor the University of California nor any of their employees, makes any warranty, express or implied, or assumes any liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately- owned rights. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or the University of California. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or the University of California, and shall not be used for advertising or product endorsement purposes.

-END-

XXV. License Agreement for NekoHTML Library

The CyberNeko Software License, Version 1.0

(C) Copyright 2002-2005, Andy Clark. 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 Andy Clark."
Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "CyberNeko" and "NekoHTML" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact andyc@cyberneko.net.
5. Products derived from this software may not be called "CyberNeko", nor may "CyberNeko" appear in their name, without prior written permission of the author.

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 AUTHOR OR OTHER 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 license is based on the Apache Software License, version 1.1.

-END-

XXVI. License Agreement for NetBeans, JavaMail API

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-INFRINGEMENT. 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. If You assert a patent infringement claim against Participant alleging that the Participant Software directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

6.4. 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 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.

NOTICE PURSUANT TO SECTION 9 OF THE COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL)

The NetBeans code released under the CDDL shall be governed by the laws of the State of California (excluding conflict-of-law provisions). Any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California and the state courts of the State of California, with venue lying in Santa Clara County, California.

Portions of Netbeans are also provided under the SUN PUBLIC LICENSE Version 1.0

1. Definitions.

1.0.1 "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof and corresponding documentation released with the source code.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.8.1 "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 any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "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.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated documentation, interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well know, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. 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. Source Code License.

2.1 The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

- (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 Code (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 Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).
- (c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code 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 Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

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 Code 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 makes Commercial Use of the Covered Code.
- (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) separate from the Contributor Version; 3) 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 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the

Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters.

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface ("API") and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in the particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipient's rights or ownership rights relating to the Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. 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.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under 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 version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version 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 any 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.

3.7. Larger Works.

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

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

Sun Microsystems, Inc. ("Sun") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Sun. No one other than Sun has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must: (a) rename Your license so that the phrases "Sun," "Sun Public License," or "SPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Sun Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE 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 CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE 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 CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. 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. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

- (a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.
- (b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Section 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by Your or any distributor hereunder prior to termination shall survive termination.

9. 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 CODE, OR ANY SUPPLIER OF ANY SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR 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.

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" 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 Code with only those rights set forth herein.

11. 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 California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, 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.

12. 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.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

Exhibit A – Sun Public License Notice.

The contents of this file are subject to the Sun Public License Version 1.0 (the "License"); you may not use this file except in compliance with the License. A copy of the License is available at <http://www.sun.com/>

The Original Code is _____. The Initial Developer of the Original Code is _____.
Portions created by _____ are Copyright © _____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[] License"), in which case the provisions of [] License are applicable instead of those above.

If you wish to allow use of your version of this file only under terms of the [] License and not to allow others to use your version of this file under the SPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the SPL or the [] License."

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for your Modifications.]

-END-

XXVII. License Agreement for GNU Make

GNU GENERAL PUBLIC LICENSE
Version 2, June 1991

Copyright © 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 recipient 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; 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 term 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 of 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-

XXVIII. License Agreement for ICU (International Components for Unicode)

ICU 1.8.1 and later

COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1995-2013 International Business Machines Corporation and others

All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

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

All trademarks and registered trademarks mentioned herein are the property of their respective owners.

-END-

XXIX. License Agreement for Saxon-B, GlazedLists

MOZILLA PUBLIC LICENSE

Version 1.0

1. Definitions.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or a list of source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. 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 fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell ("Utilize") the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof) and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

2.2. Contributor Grant.

Each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) 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 Code or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which you contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims. If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled ``LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs. If Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code, and this License in any documentation for the Source Code, where You describe recipients' rights relating to Covered Code. If You created one or more Modification(s), You may add your name as a Contributor to the notice described in Exhibit A. If it is not possible to put such notice in a particular Source Code file due to its structure, then you must include such notice in a location (such as a relevant directory file) where a user would be likely to look for such a notice. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. 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 than 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.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You

have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code under 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 version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version 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 any 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.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code 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 Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A, and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If you create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), you must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "NPL" or any confusingly similar phrase do not appear anywhere in your license and (b) otherwise make it clear that your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE 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 CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE 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 CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

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. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR 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 THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" 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 Code with only those rights set forth herein.

11. 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 California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Santa Clara County, California, under the auspices of JAMS/EndDispute; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, 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.

12. RESPONSIBILITY FOR CLAIMS.

Except in cases where another Contributor has failed to comply with Section 3.4, You are responsible for damages arising, directly or indirectly, out of Your utilization of rights under this License, based on the number of copies of Covered Code you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an equitable basis.

EXHIBIT A.

"The contents of this file are subject to the Mozilla Public License Version 1.0 (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.mozilla.org/MPL/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is The SAXON XSLT Processor from Michael Kay.

The Initial Developer of the Original Code is Michael Kay.
Portions created by Michael Kay are Copyright (C) 2001.
All Rights Reserved.

Contributor(s): Michael Kay, James Clark, David Megginson, John Cowan.

Included in the Saxon distribution is a modified version of the *Ælfred* XML parser from Microstar.

This is distributed under the terms of Microstar's terms and conditions, which are as follows:

Ælfred, Version 1.2
Microstar's Java-Based XML Parser
Copyright (c) 1997, 1998 by Microstar Software Ltd.
Home Page: <http://www.microstar.com/XML/>

Ælfred is free for both commercial and non-commercial use and redistribution, provided that Microstar's copyright and disclaimer are retained intact. You are free to modify Ælfred for your own use and to redistribute Ælfred with your modifications, provided that the modifications are clearly documented.

DISCLAIMER

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. Please use it AT YOUR OWN RISK.

David Brownell added the following statement:

```
/*  
 * Copyright (c) 1999-2000 by David Brownell. All Rights Reserved.  
 * This program is open source software; you may use, copy, modify, and redistribute it under the terms of  
the LICENSE with which it was originally distributed.  
  
 * 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  
LICENSE for more details.  
*/
```

The version included with Saxon is David Brownell's code of 26 Feb 2000, modified as follows:

- * Changed the package name to com.icl.saxon.aelfred to prevent any accidental confusion with the original Microstar code or with David Brownell's version.
- * Fixed several bugs: (1) a bug in namespace handling (where an attribute xxx:name precedes the xmlns:xxx declaration) (2) poor diagnostics when end of file occurs prematurely Subsetting the code to include only the XML non-validating parser and SAX driver, with appropriate changes to the setFeature() and getFeature() methods.
- * Some further changes made by David Brownell up to June 2001 have been incorporated.

-END-

XXX. License Agreement for openMotif

THE OPEN GROUP PUBLIC LICENSE

MOTIF GRAPHICAL USER INTERFACE SOFTWARE

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

1. DEFINITIONS

"Contribution" means:

- a. in the case of The Open Group, L.L.C. ("The Open Group"), the Original Program, and
- b. in the case of each Contributor,
 - i. changes to the Program, and
 - ii. additions to the Program; where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which:
 - i. are separate modules of software distributed in conjunction with the Program under their own license agreement, even if the separate modules are linked in binary form to the Program, and
 - ii. are not derivative works of the Program.

"Contributor" means The Open Group and any other entity that distributes the Program.

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

"Open Source" programs mean software for which the source code is available without confidential or trade secret restrictions and for which the source code and object code are available for distribution without license charges.

"Original Program" means the original version of the software accompanying this Agreement as released by The Open Group, including source code, object code and documentation, if any.

"Program" means the Original Program and Contributions.

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

2. GRANT OF RIGHTS

The rights granted under this license are limited solely to distribution and sublicensing of the Contribution(s) on, with, or for operating systems which are themselves Open Source programs. Contact The Open Group for a license allowing distribution and sublicensing of the Original Program on, with, or for operating systems which are not Open Source programs.

- a. Subject to the terms of this Agreement and the limitations of this Section 2, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.
- b. Subject to the terms of this Agreement and the limitations of this Section 2, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to

any other combinations which include the Contribution. No hardware per se is licensed hereunder.

- c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.
- d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

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

- a. it complies with the terms and conditions of this Agreement; and
- b. its license agreement:
 - i. effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
 - ii. effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
 - iii. states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
 - iv. states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

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

Each Contributor must include the following in a conspicuous location in the Program:

Copyright (c) {date here}, The Open Group Ltd. and others. All Rights Reserved.

In addition, each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

1. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, subject to the limitations provided in Section 2, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial

Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must:

- a. promptly notify the Commercial Contributor in writing of such claim, and
- b. allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defence and any related settlement negotiations.

The Indemnified Contributor may participate in any such claim at its own expense.

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

5. NO WARRANTY

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

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

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

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

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

The Open Group may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. No one other than The Open Group has the right to modify this Agreement. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

-END-

XXXI. License Agreement for sjsxp.jar (see also II. The Apache Software License, Version 1.1)

Software License Agreement for Sun Java Streaming XML Parser
Sun Microsystems, Inc.
Binary Code License Agreement

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. LICENSE TO USE. Sun grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid.

2. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. Licensee acknowledges 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.

3. 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.

4. 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.

5. 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.

6. 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. Upon Termination, you must destroy all copies of Software.

7. 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.

8. 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).

9. 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.

10. 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.

11. 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.

JAVA OPTIONAL PACKAGE

SUN JAVA STREAMING XML PARSER, VERSION 1.0

SUPPLEMENTAL LICENSE TERMS

These supplemental license terms ("Supplemental Terms") add to or modify the terms of the Binary Code License Agreement (collectively, the "Agreement"). Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the 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 Section 3 Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce internally and use internally the binary form of the Software, complete and unmodified, for the sole purpose of designing, developing and testing your Java applets and applications ("Programs").

B. License to Distribute Software. In addition to the license granted in Section 1 (Software Internal Use and Development License Grant) of these Supplemental Terms, subject to the terms and conditions of this Agreement, including but not limited to, Section 3 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce and distribute the

Software in binary code form only, provided that you (i) distribute the Software complete and unmodified and only bundled as part of your Programs, (ii) do not distribute additional software intended to replace any component(s) of the Software, (iii) do not remove or alter any proprietary legends or notices contained in the Software, (iv) only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and (v) 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. Java Technology Restrictions. You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, 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.

D. 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.

E. 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.

F. 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.

G. Termination for Infringement. 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.

For inquiries please contact: Sun Microsystems, Inc. 4150 Network Circle, Santa Clara, California 95054. (Form ID#011801)

-END-

XXXII. License Agreement for Streaming API for XML (JSR-173) Specification Reference Implementation

READ THE TERMS OF THIS (THE "AGREEMENT") CAREFULLY BEFORE VIEWING OR USING THE SOFTWARE LICENSED HEREUNDER. BY VIEWING OR USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO ORIGINAL CONTRIBUTOR, DEFINED HEREIN.

1.0 DEFINITIONS.

1.1. "BEA" means BEA Systems, Inc., the licensor of the Original Code.

1.2. "Contributor" means BEA and each entity that creates or contributes to the creation of Modifications.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof and corresponding documentation released with the source code.

1.4. "Executable" means Covered Code in any form other than Source Code.

1.5. "FCS" means first commercial shipment of a product.

1.6. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

(a) Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

(b) Any new file that contains any part of the Original Code or previous Modifications.

1.7. "Original Code" means Source Code of computer software code Reference Implementation.

1.8. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent for which the grantor has the right to grant a license.

1.9. "Reference Implementation" means the prototype or "proof of concept" implementation of the Specification developed and made available for license by or on behalf of BEA.

1.10. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated documentation, interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice.

1.11. "Specification" means the written specification for the Streaming API for XML, Java technology developed pursuant to the Java Community Process.

1.12. "Technology Compatibility Kit" or "TCK" means the documentation, testing tools and test suites associated with the Specification as may be revised by BEA from time to time, that is provided so that an implementer of the Specification may determine if its implementation is compliant with the Specification.

1.13. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this Agreement or a future version of this Agreement issued under Section 6.1. 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.

2.0 SOURCE CODE LICENSE.

2.1. Copyright Grant. Subject to the terms of this Agreement, each Contributor hereby grants You a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Covered Code of such Contributor, if any, and such derivative works, in Source Code and Executable form.

2.2. Patent Grant. Subject to the terms of this Agreement, each Contributor hereby grants You a non-exclusive, worldwide, royalty-free patent license under the Patent Claims to make, use, sell, offer to sell, import and otherwise transfer the Covered Code prepared and provided by such Contributor, if any, in Source Code and Executable form. This patent license shall apply to the Covered Code if, at the time a Modification is added by the Contributor, such addition of the Modification causes such combination to be covered by the Patent Claims. The patent license shall not apply to any other combinations which include the Modification.

2.3. Conditions to Grants. You understand that although each Contributor grants the licenses to the Covered Code prepared by it, no assurances are provided by any Contributor that the Covered Code does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to You for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, You hereby assume sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow You to distribute Covered Code, it is Your responsibility to acquire that license before distributing such code.

2.4. Contributors' Representation. Each Contributor represents that to its knowledge it has sufficient copyright rights in the Covered Code it provides, if any, to grant the copyright license set forth in this Agreement.

3.0 DISTRIBUTION RESTRICTIONS.

3.1. Application of Agreement.

The Modifications which You create or to which You contribute are governed by the terms of this Agreement, including without limitation Section 2.0. The Source Code version of Covered Code may be distributed only under the terms of this Agreement or a future version of this Agreement released under Section 6.1, and You must include a copy of this Agreement with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this Agreement or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.3.

3.2. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by BEA and including the name of BEA in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.3. Required Notices.

You must duplicate the following notice in each file of the Source Code:

"(c) 2002, 2003 BEA Systems, Inc. All rights Reserved. The contents of this file are subject to the BEA Streaming API for XML Specification Reference Implementation License Agreement (the "Agreement"); you may not use this file except in compliance with the Agreement. A copy of the Agreement is available at <http://www.bea.com/>"

If You created one or more Modification(s) You may add your name as a Contributor to the copyright portion of the notice above. You must also duplicate this Agreement in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of BEA or any other 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 BEA and every other Contributor for any liability incurred by BEA or such other Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.4. Distribution of Executable Versions.

You may choose to distribute Covered Code in Executable form under its own license agreement, provided that:

(a) You comply with the terms and conditions of this Agreement; and

(b) Your license agreement: (i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; (ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; (iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and (iv) states that Source Code for the Covered Code is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

(c) You do not use any marks, brands or logos associated with the JCP Specification, or otherwise promote or market any Covered Code, as being compatible, compliant, conformant or

otherwise consistent with the Specification unless such product passes, in accordance with the documentation (including the TCK Users Guide, if any), the most current TCK applicable to the latest version of the Specification and available from BEA one hundred twenty (120) days before FCS of such version of the product; provided, however, that if You elect to use a version of the TCK also provided by BEA that is newer than that which is required under this Section 2.1(b)(v), then You agree to pass such TCK.

3.5. Distribution of Source Code Versions.

When You make Covered Code available in Source Code form:

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

You may not remove or alter any copyright notices contained within the Covered Code. Each Contributor must identify itself as the originator of its contribution to the Covered Code, if any, in a manner that reasonably allows subsequent licensees to identify the originator of each portion of the Covered Code.

4.0 DISCLAIMER OF WARRANTY.

COVERED CODE 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 CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT BEA 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 CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

5.0 TERMINATION.

5.1. This Agreement 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. All sublicenses to the Covered Code which are properly granted shall survive any termination of this Agreement. Provisions which, by their nature, must remain in effect beyond the termination of this Agreement shall survive.

5.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against BEA or a Contributor (BEA or Contributor against whom You file such action is referred to as "Participant") alleging that:

- (a) such Participant's Covered Code directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.0 of this Agreement shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Covered Code against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Section 2.0 automatically terminate at the expiration of the 60 day notice period specified above.

- (b) any software, hardware, or device, other than such Participant's Covered Code, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.0 are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

5.3. If You assert a patent infringement claim against Participant alleging that such Participant's Covered Code directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.0 shall be taken into account in determining the amount or value of any payment or license.

5.4. In the event of termination under Sections 5.1 or 5.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

6.0 LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU BEA, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, 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 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.

7.0 U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" 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 Code with only those rights set forth herein.

8.0 MISCELLANEOUS.

This Agreement represents the complete agreement concerning subject matter hereof. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, 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 Agreement.

9.0 RESPONSIBILITY FOR CLAIMS.

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

-END-

XXXIII. License Agreement for Texas Instruments Incorporated's C and Assembly Code

Important — Read carefully. If you do not agree with the following terms you may not use the software programs or associated documentation for any purpose:

This Software License Agreement (or "Agreement") is a legal agreement between you (either an individual or entity) and Texas Instruments Incorporated ("TI"). The "Licensed Materials" subject to this Agreement include the TI C and Assembly code incorporated within The MathWorks, Inc.'s Target Support Package™ TC2 and Target Support Package™ TC6. Any applications included with the "Licensed Materials" are specifically designed and licensed for

execution solely and exclusively on semiconductor devices manufactured by or for TI. By installing, copying or otherwise using the Licensed Materials, you agree to abide by the terms of this Agreement.

This Agreement is displayed for you to read prior to using the Licensed Materials. If you choose not to agree with these provisions, do not use the Licensed Materials. Your breach of this Software License Agreement shall also be considered a breach of The MathWorks, Inc. Software License Agreement.

1. Intellectual Property, Title and Limited License Grant — The Licensed Materials are protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws and treaties. The Licensed Materials are licensed, not sold to you, and can only be used in accordance with the terms of this Agreement. TI retains title and ownership of the Licensed Materials, including all intellectual property rights in the Licensed Materials and all copies of the Licensed Materials.

a. Host License — Subject to the terms of this Agreement, TI hereby grants to you a limited, non-exclusive license to use the Licensed Materials to generate applications that execute solely and exclusively on semiconductor devices manufactured by or for TI. Use of any software applications generated using the Licensed Materials on semiconductor devices manufactured by or for an entity other than TI is a material breach of this Agreement. It is also a material breach of this license to use the Licensed Materials to assist in the design, development or verification of a device that is instruction set compatible with, or functionally equivalent to, a TI semiconductor device.

b. Target License — The Licensed Materials may include TI proprietary software programs in an object code format that are designed specifically for use in target applications. TI hereby grants to you a limited, non-exclusive license to reproduce and distribute an unlimited number of copies of such programs solely and exclusively for use with semiconductor devices manufactured by or for TI. The Licensed Materials may also include libraries or applications software in a source code format. You may use these programs to create modified or derivative programs that may be reproduced and distributed by you provided that such programs execute solely and exclusively on semiconductor devices manufactured by or for TI and provided further that such programs are distributed only in an object code or executable format. You may not distribute, publish, rent, lease or sublicense the Licensed Materials, or any portion or derivative thereof in a source code format or transfer or assign this Agreement without TI's prior written permission.

c. Termination — This license is effective until terminated. Without prejudice to any other rights, TI may terminate your right to use the Licensed Materials and any applications generated using the Licensed Materials under this Agreement if you fail to comply with the terms of this Agreement. In such event, you shall destroy all copies of the Licensed Materials, including all portions and derivatives thereof, in your possession, custody or control.

2. Intellectual Property Rights — The Licensed Materials contain copyrighted material, trade secrets and other proprietary information. In order to protect the Licensed Materials, and except as specifically permitted by statute by a provision that cannot be waived by contract, you may not unlock, decompile, reverse engineer, disassemble or otherwise translate any binary or object code versions of the software programs included in the Licensed Materials to human-perceivable form. You also agree that you will use your best efforts to prevent your employees and contractors from unlocking, decompiling, reverse engineering, disassembling, modifying or translating the Licensed Materials. In no event may you alter, remove or destroy any copyright notice included in the Licensed Materials. TI reserves all rights not specifically granted under this Agreement.

3. Upgrades, Updates and Plug-ins — If the Licensed Materials are labeled as an upgrade, update or plug-in you must be properly licensed to use the product identified by TI as being eligible for such upgrade, update or plug-in to use the Licensed Materials. An upgrade, update, or plug-in replaces or supplements a previously licensed eligible product. You may use the resulting upgraded product only in accordance with the terms of this Agreement and only to generate applications for use with semiconductor devices manufactured by or for TI. Notwithstanding the foregoing, nothing in the Agreement will be construed as an obligation for TI to maintain or support the Licensed Materials or to provide upgrades, updates or plug-ins to the Licensed Materials.

4. Warranties and Limitations - YOU ACKNOWLEDGE AND AGREE THAT THE LICENSED MATERIALS ARE NOT INTENDED FOR PRODUCTION APPLICATIONS AND MAY CONTAIN IRREGULARITIES AND DEFECTS NOT FOUND IN PRODUCTION SOFTWARE. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE LICENSED MATERIALS HAVE NOT BEEN TESTED OR CERTIFIED BY ANY GOVERNMENT AGENCY OR INDUSTRY REGULATORY ORGANIZATION OR ANY OTHER THIRD PARTY ORGANIZATION. YOU AGREE THAT PRIOR TO USING, INCORPORATING OR DISTRIBUTING THE LICENSED MATERIALS IN ANY COMMERCIAL PRODUCT THAT YOU WILL THOROUGHLY TEST THE PRODUCT AND THE FUNCTIONALITY OF THE LICENSED MATERIALS IN THAT PRODUCT AND BE SOLELY RESPONSIBLE FOR ANY PROBLEMS OR FAILURES. THE LICENSED MATERIALS ARE PROVIDED "AS IS". TI MAKES NO WARRANTIES OR

REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE. TI DISCLAIMS ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO THE LICENSED MATERIALS OR YOUR USE OF THOSE MATERIALS. IN NO EVENT SHALL TI, OR ANY APPLICABLE LICENSOR, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING IN ANY WAY OUT OF THIS AGREEMENT, OR YOUR USE OF THE LICENSED MATERIALS, WHETHER OR NOT TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS OR OTHER ECONOMIC LOSS. IN NO EVENT WILL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE LICENSED MATERIALS EXCEED FIVE HUNDRED U.S. DOLLARS (U.S. \$500). Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

2. Export Control — You hereby acknowledge and agree that unless prior authorization is obtained from the United States Department of Commerce, neither you nor your customers will export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR"), received from TI, or export, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, reexport or release of the technology, software, software source code, or direct product is prohibited by the EAR. The assurances provided for herein are furnished to TI by you in compliance with Part 740 (Technology and Software Under Restriction) of the EAR.

3. Governing Law, Jurisdiction and Severability - This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without reference to that state's conflict-of-laws principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, nor shall it be governed by the Uniform Computer Information Transactions Act. Any dispute arising out of or related to this Agreement will be brought in, and each party consents to exclusive jurisdiction and venue in, the state and federal courts sitting in Dallas County, Texas. Each party waives all defenses of lack of personal jurisdiction and forum non-conveniens and agrees that process may be served on either party in a manner authorized by applicable law or court rule. If for any reason a court of competent jurisdiction finds any provision of the Agreement to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties and the remainder of the Agreement shall continue in full force and effect.

4. Entire Agreement - This is the entire Agreement between you and TI and supercedes any prior agreement between the parties related to the subject matter of this Agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by a duly authorized representative of TI. You hereby warrant and represent that you have obtained all authorizations and other applicable consents required empowering you to enter into this Agreement.

-END-

XXXIV. License Agreement for Open CASCADE

Open CASCADE Technology Public License

License version : 6.6 March, 2013

Open CASCADE S.A.S. releases and makes publicly available the source code of the software Open CASCADE Technology to the free software development community under the terms and conditions of this license.

It is not the purpose of this license to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this license 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.

Please read this license carefully and completely before downloading this software. By downloading, using, modifying, distributing and sublicensing this software, you indicate your acceptance to be bound by the terms and conditions of this license. If you do not want to accept or cannot accept for any reasons the terms and conditions of this license, please do not download or use in any manner this software.

1. Definitions

Unless there is something in the subject matter or in the context inconsistent therewith, the capitalized terms used in this License shall have the following meaning.

"Applicable Intellectual Property Rights" means (a) with respect to the Initial Developer, any rights under patents or patents applications or other intellectual property rights that are now or hereafter acquired, owned by or assigned to the Initial Developer and that cover subject matter contained in the Original Code, but only to the extent necessary to use, reproduce, modify, distribute or sublicense the Original Code without infringement; and (b) with respect to You or any Contributor, any rights under patents or patents applications or other intellectual property rights that are now or hereafter acquired, owned by or assigned to You or to such Contributor and that cover subject matter contained in Your Modifications or in such Contributor's Modifications, taken alone or in combination with Original Code.

"Contributor" means each individual or legal entity that creates or contributes to the creation of any Modification, including the Initial Developer.

"Derivative Program": means a new program combining the Software or portions thereof with other source code not governed by the terms of this License.

"Initial Developer": means Open CASCADE S.A.S., with main offices at 1, place des Frères Montgolfier, 78280 Guyancourt, France.

"Modifications": mean any addition to, deletion from or change to the substance or the structure of the Software. When source code of the Software is released as a series of files, a Modification is: (a) any addition to, deletion from or change to the contents of a file containing the Software or (b) any new file or other representation of computer program statements that contains any part of the Software. By way of example, Modifications include any debug of, or improvement to, the Original Code or any of its components or portions as well as its next versions or releases thereof.

"Original Code": means (a) the source code of the software Open CASCADE Technology originally made available by the Initial Developer under this License, including the source code of any updates or upgrades of the Original Code and (b) the object code compiled from such source code and originally made available by Initial Developer under this License.

"Software": means the Original Code, the Modifications, the combination of Original Code and any Modifications or any respective portions thereof.

"You" or "Your": means an individual or a legal entity exercising rights under this License.

2. Acceptance of license

By using, reproducing, modifying, distributing or sublicensing the Software or any portion thereof, You expressly indicate Your acceptance of the terms and conditions of this License and undertake to act in accordance with all the provisions of this License applicable to You.

3. Scope and purpose

This License applies to the Software and You may not use, reproduce, modify, distribute, sublicense or circulate the Software, or any portion thereof, except as expressly provided under this License. Any attempt to otherwise use, reproduce, modify, distribute or sublicense the Software is void and will automatically terminate Your rights under this License.

4. Contributor license

Subject to the terms and conditions of this License, the Initial Developer and each of the Contributors hereby grant You a world-wide, royalty-free, irrevocable and non-exclusive license under the Applicable Intellectual

Property Rights they own or control, to use, reproduce, modify, distribute and sublicense the Software provided that:

You reproduce in all copies of the Software the copyright and other proprietary notices and disclaimers of the Initial Developer as they appear in the Original Code and attached hereto as Schedule "A" and any other notices or disclaimers attached to the Software and keep intact all notices in the Original Code that refer to this License and to the absence of any warranty;

You include a copy of this License with every copy of the Software You distribute;

If you distribute or sublicense the Software (as modified by You or on Your behalf as the case may be), You cause such Software to be licensed as a whole, at no charge, to all third parties, under the terms and conditions of the License, making in particular available to all third parties the source code of the Software;

You document all Your Modifications, indicate the date of each such Modifications, designate the version of the Software You used, prominently include a file carrying such information with respect to the Modifications and duplicate the copyright and other proprietary notices and disclaimers attached hereto as Schedule "B" or any other notices or disclaimers attached to the Software with your Modifications.

For greater certainty, it is expressly understood that You may freely create Derivative Programs (without any obligation to publish such Derivative Program) and distribute same as a single product. In such case, You must ensure that all the requirements of this License are fulfilled for the Software or any portion thereof.

5. Your license

You hereby grant all Contributors and anyone who becomes a party under this License a world-wide, non-exclusive, royalty-free and irrevocable license under the Applicable Intellectual Property Rights owned or controlled by You, to use, reproduce, modify, distribute and sublicense all Your Modifications under the terms and conditions of this License.

6. Software subject to license

Your Modifications shall be governed by the terms and conditions of this License. You are not authorized to impose any other terms or conditions than those prevailing under this License when You distribute and/or sublicense the Software, save and except as permitted under Section 7 hereof.

7. Additional terms

You may choose to offer, on a non-exclusive basis, and to charge a fee for any warranty, support, maintenance, liability obligations or other rights consistent with the scope of this License with respect to the Software (the "Additional Terms") to the recipients of the Software. However, You may do so only on Your own behalf and on Your sole and exclusive responsibility. You must obtain the recipient's agreement that any such Additional Terms are offered by You alone, and You hereby agree to indemnify, defend and hold the Initial Developer and any Contributor harmless for any liability incurred by or claims asserted against the Initial Developer or any Contributors with respect to any such Additional Terms.

8. Disclaimer of warranty

The Software is provided under this License on an "as is" basis, without warranty of any kind, including without limitation, warranties that the 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 Software is with You.

9. Liability

Under no circumstances shall You, the Initial Developer or any Contributor be liable to any person for any direct or indirect damages of any kind including, without limitation, damages for loss of goodwill, loss of data, work stoppage, computer failure or malfunction or any and all other commercial damages or losses resulting from or relating to this License or indirectly to the use of the Software.

10. Trademark

This License does not grant any rights to use the trademarks, trade names and domain names "MATRA", "EADS Matra Datavision", "CAS.CADE", "Open CASCADE", "opencascade.com" and "opencascade.org" or any other trademarks, trade names or domain names used or owned by the Initial Developer.

11. Copyright

The Initial Developer retains all rights, title and interest in and to the Original Code. You may not remove the copyright © notice which appears when You download the Software.

12. Term

This License is granted to You for a term equal to the remaining period of protection covered by the intellectual property rights applicable to the Original Code.

13. Termination

In case of termination, as provided in Section 3 above, You agree to immediately stop any further use, reproduction, modification, distribution and sublicensing of the Software and to destroy all copies of the Software that are in Your possession or control. All sublicenses of the Software which have been properly granted prior to termination shall survive any termination of this License. In addition, Sections 5, 8 to 11, 13.2 and 15.2 of this License, in reason of their nature, shall survive the termination of this License for a period of fifteen (15) years.

14. Versions of the license

The Initial Developer may publish new versions of this License from time to time. Once Original Code has been published under a particular version of this License, You may choose to continue to use it under the terms and conditions of that version or use the Original Code under the terms of any subsequent version of this License published by the Initial Developer.

15. Miscellaneous

15.1 Relationship of Parties

This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between You and the Initial Developer, and You will not represent to the contrary, whether expressly, by implication or otherwise.

15.2 Independent Development

Nothing in this License will impair the Initial Developer's right to acquire, license, develop, have others develop for it, market or distribute technology or products that perform the same or similar functions as, or otherwise compete with, Modifications, Derivative Programs, technology or products that You may develop, produce, market or distribute.

15.3 Severability

If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this License will continue in full force and extent.

END OF THE TERMS AND CONDITIONS OF THIS LICENSE

Open CASCADE S.A.S. is a French société par actions simplifiée
having its main offices at 1, place de Frères Montgolfier, 78280 Guyancourt, France. Its web site is located
at the following address
www.opencascade.com

Open CASCADE Technology Public License

Schedule "A"

The content of this file is subject to the Open CASCADE Technology Public License Version 6.5 (the "License"). You may not use the content of this file except in compliance with the License. Please obtain a copy of the License at <http://www.opencascade.org> and read it completely before using this file.

The Initial Developer of the Original Code is Open CASCADE S.A.S., with main offices at 1, place des Frères Montgolfier, 78280 Guyancourt, France. The Original Code is copyright © Open CASCADE S.A.S., 2001. All rights reserved.

"The Original Code and all software distributed under the License are distributed on an "AS IS" basis, without warranty of any kind, and the Initial Developer hereby disclaims all such warranties, including without limitation, any warranties of merchantability, fitness for a particular purpose or non-infringement. Please see the License for the specific terms and conditions governing rights and limitations under the License".

End of Schedule "A"

Open CASCADE Technology Public License

Schedule "B"

"The content of this file is subject to the Open CASCADE Technology Public License Version 6.5 (the "License"). You may not use the content of this file except in compliance with the License. Please obtain a copy of the License at <http://www.opencascade.org> and read it completely before using this file.

The Initial Developer of the Original Code is Open CASCADE S.A.S., with main offices at 1, place des Frères Montgolfier, 78280 Guyancourt, France. The Original Code is copyright © Open CASCADE S.A.S., 2001. All rights reserved.

Modifications to the Original Code have been made by _____. Modifications are copyright © [Year to be included]. All rights reserved.

The software Open CASCADE Technology and all software distributed under the License are distributed on an "AS IS" basis, without warranty of any kind, and the Initial Developer hereby disclaims all such warranties, including without limitation, any warranties of merchantability, fitness for a particular purpose or non-infringement. Please see the License for the specific terms and conditions governing rights and limitations under the License."

End of Schedule "B"

-END-

XXXV. NVIDIA CUDA Toolkit License Agreement.

The MathWorks does not include the third party components referenced in Section 1.2.1.5 and Attachment B in its distribution of CUDA.

1. NVIDIA CUDA Toolkit License Agreement

IMPORTANT NOTICE -- READ CAREFULLY: This Software License Agreement ("Agreement") for NVIDIA CUDA Toolkit, including computer software and associated documentation ("Software"), is the Agreement which governs use of the SOFTWARE of NVIDIA Corporation and its subsidiaries ("NVIDIA") downloadable herefrom. By downloading, installing, copying, or otherwise using the SOFTWARE, You (as defined below) agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, do not download the SOFTWARE.

RECITALS

Use of NVIDIA's SOFTWARE requires three elements: the SOFTWARE, an NVIDIA GPU or application processor ("NVIDIA Hardware"), and a computer system. The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is not sold, and instead is only licensed for Your use, strictly in accordance with this Agreement. The NVIDIA Hardware is protected by various patents, and is sold, but this Agreement does not cover the sale or use of

such hardware, since it may not necessarily be sold as a package with the SOFTWARE. This Agreement sets forth the terms and conditions of the SOFTWARE only.

1.1. DEFINITIONS

1.1.1. Licensee

"You," or "Your" shall mean the entity or individual that downloads and uses the SOFTWARE.

1.1.2. Redistributable Software

"Redistributable Software" shall mean the redistributable libraries referenced in Attachment A of this Agreement.

1.1.3. Software

"SOFTWARE" shall mean the deliverables provided pursuant to this Agreement. SOFTWARE may be provided in either source or binary form, at NVIDIA's discretion.

1.2. GRANT OF LICENSE

1.2.1. Rights and Limitations of Grant

Provided that Licensee complies with the terms of this Agreement, NVIDIA hereby grants Licensee the following limited, non-exclusive, non-transferable, non-sublicensable (except as expressly permitted otherwise for Redistributable Software in Section 1.2.1.1 and Section 1.2.1.3 of this Agreement) right to use the SOFTWARE, and, if the SOFTWARE is provided in source form, to compile the SOFTWARE with the following limitations:

1.2.1.1. Redistribution Rights

Licensee may transfer, redistribute, and sublicense certain files of the Redistributable SOFTWARE, as defined in Attachment A of this Agreement, provided, however, that (a) the Redistributable SOFTWARE shall be distributed solely in binary form to Licensee's licensees ("Customers") only as a component of Licensee's own software products (each, a "Licensee Application"); (b) Licensee shall design the Licensee Application such that the Redistributable SOFTWARE files are installed only in a private (non-shared) directory location that is used only by the Licensee Application; (c) Licensee shall obtain each Customer's written or clickwrap agreement to the license terms under a written, legally enforceable agreement that has the effect of protecting the SOFTWARE and the rights of NVIDIA under terms no less restrictive than this Agreement.

1.2.1.2. Usage Rights

Licensee may install and use multiple copies of the SOFTWARE on a shared computer or concurrently on different computers, and make multiple back-up copies of the SOFTWARE, solely for Licensee's use within Licensee's Enterprise. "Enterprise" shall mean individual use by Licensee or any legal entity (such as a corporation or university) and the subsidiaries it owns by more than 50 percent.

1.2.1.3. Further Redistribution Rights

Subject to the terms and conditions of the Agreement, Licensee may authorize Customers to further redistribute the Redistributable SOFTWARE that such Customers receive as part of the Licensee Application, solely in binary form, provided, however, that Licensee shall require in their standard software license agreements with Customers that all such redistributions must be made pursuant to a license agreement that has the effect of protecting the SOFTWARE and the rights of NVIDIA whose terms and conditions are at least as restrictive as those in the applicable Licensee software license agreement covering the Licensee Application. For avoidance of doubt, termination of this Agreement shall not affect rights previously granted by Licensee to its Customers under this Agreement to the extent validly granted to Customers under Section 1.2.1.1.

1.2.1.4. Linux/FreeBSD Exception

Notwithstanding the foregoing terms of Section 1.2.1.2, Section 1.2.1.1 and Section 1.2.1.3, SOFTWARE designed exclusively for use on the Linux or FreeBSD operating systems, or other operating systems derived from the source code to these operating systems, may be copied and redistributed, provided that the binary files thereof are not modified in any way (except for unzipping of compressed files).

1.2.1.5. Additional Licensing Obligations

Licensee acknowledges and agrees that its use of certain third party components included with the SOFTWARE may be subject to additional licensing terms and conditions as set forth or referenced in Attachment B of this Agreement.

1.2.1.6. Limitations

No Reverse Engineering

If the SOFTWARE is provided in binary form, Licensee may not reverse engineer, decompile, or disassemble the SOFTWARE, nor attempt in any other manner to obtain the source code.

No Separation of Components

The SOFTWARE is licensed as a single product. Except as authorized in this Agreement, Software component parts of the Software may not be separated for use on more than one computer, nor otherwise used separately from the other parts.

No Rental

Licensee may not rent or lease the SOFTWARE to someone else.

No Modifications

If the SOFTWARE is provided in source form, Licensee may not modify or create derivative works of the SOFTWARE.

1.3. Term and Termination

This Agreement will continue in effect for two (2) years ("Initial Term") after Your initial download and use of the SOFTWARE, subject to the exclusive right of NVIDIA to terminate as provided herein. The term of this Agreement will automatically renew for successive one (1) year renewal terms after the Initial Term, unless either party provides to the other party at least three (3) months prior written notice of termination before the end of the applicable renewal term.

This Agreement will automatically terminate if Licensee fails to comply with any of the terms and conditions hereof. In such event, Licensee must destroy all copies of the SOFTWARE and all of its component parts.

Defensive Suspension

If Licensee commences or participates in any legal proceeding against NVIDIA, then NVIDIA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this Agreement during the pendency of such legal proceedings.

1.4. Copyright

All rights, title, interest and copyrights in and to the SOFTWARE (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by NVIDIA, or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Accordingly, Licensee is required to treat the SOFTWARE like any other copyrighted material, except as otherwise allowed pursuant to this Agreement and that it may make one copy of the SOFTWARE solely for backup or archive purposes.

RESTRICTED RIGHTS NOTICE. Software has been developed entirely at private expense and is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the

U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in the Agreement under which Software was obtained pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is NVIDIA, 2701 San Tomas Expressway, Santa Clara, CA 95050.

1.5. Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. The courts of Santa Clara County, California shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement.

1.6. Disclaimer of Warranties and Limitations on Liability

1.6.1. No Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND NVIDIA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

1.6.2. No Liability for Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NVIDIA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.6.3. No Support

NVIDIA has no obligation to support or to provide any updates of the Software.

1.7. Miscellaneous

1.7.1. Feedback

Notwithstanding any Non-Disclosure Agreement executed by and between the parties, the parties agree that in the event Licensee or NVIDIA provides Feedback (as defined below) to the other party on how to design, implement, or improve the SOFTWARE or Licensee's product(s) for use with the SOFTWARE, the following terms and conditions apply the Feedback:

1.7.1.1. Exchange of Feedback

Both parties agree that neither party has an obligation to give the other party any suggestions, comments or other feedback, whether verbally or in written or source code form, relating to (i) the SOFTWARE; (ii) Licensee's products; (iii) Licensee's use of the SOFTWARE; or (iv) optimization/interoperability of Licensee's product with the SOFTWARE (collectively defined as "Feedback"). In the event either party provides Feedback to the other party, the party receiving the Feedback may use any Feedback that the other party voluntarily provides to improve the (i) SOFTWARE or other related NVIDIA technologies, respectively for the benefit of NVIDIA; or (ii) Licensee's product or other related Licensee technologies, respectively for the benefit of Licensee. Accordingly, if either party provides Feedback to the other party, both parties agree that the other party and its respective licensees may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the (i) SOFTWARE or other related technologies; or (ii) Licensee's products or other related technologies, respectively, without the payment of any royalties or fees.

1.7.1.2. Residual Rights

Licensee agrees that NVIDIA shall be free to use any general knowledge, skills and experience, (including, but not limited to, ideas, concepts, know-how, or techniques) ("Residuals"), contained in the (i) Feedback provided by Licensee to NVIDIA; (ii) Licensee's products shared or disclosed to NVIDIA in connection with the Feedback; or (c) Licensee's confidential information voluntarily provided to NVIDIA in connection with the Feedback, which are retained in the memories of NVIDIA's employees, agents, or contractors who have had access to such Residuals. Subject to the terms and conditions of this Agreement, NVIDIA's employees, agents, or contractors shall not be prevented from using Residuals as part of such employee's, agent's or contractor's general knowledge, skills, experience, talent, and/or expertise. NVIDIA shall not have any obligation to limit or restrict the assignment of such employees, agents or contractors or to pay royalties for any work resulting from the use of Residuals.

1.7.1.3. Disclaimer of Warranty

FEEDBACK FROM EITHER PARTY IS PROVIDED FOR THE OTHER PARTY'S USE "AS IS" AND BOTH PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BOTH PARTIES DO NOT REPRESENT OR WARRANT THAT THE FEEDBACK WILL MEET THE OTHER PARTY'S REQUIREMENTS OR THAT THE OPERATION OR IMPLEMENTATION OF THE FEEDBACK WILL BE UNINTERRUPTED OR ERROR-FREE.

1.7.1.4. No Liability for Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE FEEDBACK, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.7.2. Freedom of Action

Licensee agrees that this Agreement is nonexclusive and NVIDIA may currently or in the future be developing software, other technology or confidential information internally, or receiving confidential information from other parties that maybe similar to the Feedback and Licensee's confidential information (as provided in Section 1.7.1.2 above), which may be provided to NVIDIA in connection with Feedback by Licensee. Accordingly, Licensee agrees that nothing in this Agreement will be construed as a representation or inference that NVIDIA will not develop, design, manufacture, acquire, market products, or have products developed, designed, manufactured, acquired, or marketed for NVIDIA, that compete with the Licensee's products or confidential information.

1.7.3. No Implied Licenses

Under no circumstances should anything in this Agreement be construed as NVIDIA granting by implication, estoppel or otherwise, (i) a license to any NVIDIA product or technology other than the SOFTWARE; or (ii) any additional license rights for the SOFTWARE other than the licenses expressly granted in this Agreement.

1.7.4.

If any provision of this Agreement is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This Agreement may only be modified in writing signed by an authorized officer of NVIDIA. Licensee agrees that it will not ship, transfer or export the SOFTWARE into any country, or use the SOFTWARE in any manner, prohibited by the United States Bureau of Industry and Security or any export laws, restrictions or regulations.

1.7.5.

The parties agree that the following sections of the Agreement will survive the termination of the License: Section 1.2.1.4, Section 1.4, Section 1.5, Section 1.6, and Section 1.7.

1.8. Attachment A

Redistributable Software

In connection with Section 1.2.1.1 of this Agreement, the following files may be redistributed with software applications developed by Licensee, including certain variations of these files that have version number or architecture specific information embedded in the file name – as an example only, for release version 5.5 of the 64-bit Windows software, the file cudart64_55.dll is redistributable.

Component : CUDA Runtime

Windows : cudart.dll, cudart_static.lib
MacOS : libcudart.dylib, libcudart_static.a
Linux : libcudart.so, libcudart_static.a
Android : libcudart.so, libcudart_static.a

Component : CUDA FFT Library

Windows : cufft.dll
MacOS : libcufft.dylib
Linux : libcufft.so
Android : libcufft.so

Component : CUDA BLAS Library

Windows : cublas.dll
MacOS : libcublas.dylib
Linux : libcublas.so
Android : libcublas.so

Component : CUDA Sparse Matrix Library

Windows : cusparse.dll
MacOS : libcusparse.dylib
Linux : libcusparse.so
Android : libcusparse.so

Component : CUDA Random Number Generation Library

Windows : curand.dll
MacOS : libcurand.dylib
Linux : libcurand.so
Android : libcurand.so

Component : NVIDIA Performance Primitives Library

Windows : nppc.dll, nppi.dll, npps.dll
MacOS : libnppc.dylib, libnppi.dylib, libnpps.dylib
Linux : libnppc.so, libnppi.so, libnpps.so
Android : libnppc.so, libnppi.so, libnpps.so

Component : NVIDIA Optimizing Compiler Library

Windows : nvvm.dll
MacOS : libnvvm.dylib
Linux : libnvvm.so

Component : NVIDIA Common Device Math Functions Library

Windows : libdevice.compute_20.bc, libdevice.compute_30.bc, libdevice.compute_35.bc
MacOS : libdevice.compute_20.bc, libdevice.compute_30.bc, libdevice.compute_35.bc
Linux : libdevice.compute_20.bc, libdevice.compute_30.bc, libdevice.compute_35.bc

Component : CUDA Occupancy Calculation Header Library

All : cuda occupancy.h

1.9. ATTACHMENT B

The MathWorks does not include the third party components referenced in Section 1.2.1.5 and Attachment B in its distribution of CUDA.

6. NVIDIA CUDA General Terms

The Software, on the Windows platform, may collect non-personally identifiable information for the purposes of customizing information delivered to you and improving future versions of the Software. Such information, including IP address and system configuration, will only be collected on an anonymous basis and cannot be linked to any personally identifiable information. Personally identifiable information such as your username or hostname is not collected.

-END-

XXXVI. Microsoft Public License (Ms-PL) for UI components of WPF Toolkit

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.

(E) 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.

XXXVII. Microsoft patterns and practices License for the Microsoft Prism Library

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) Code

* 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 any contribution for which source code is provided, and distribute its contribution or any permitted derivative works that you create.

* 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 permitted 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.

(E) 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.

(F) Platform Limitation - The licenses granted in section 2(A) extend only to the software or permitted derivative works that you create that run directly on a Microsoft Windows operating system product, Microsoft run-time technology (such as the .NET Framework or Silverlight), or Microsoft application platform (such as Microsoft Office or Microsoft Dynamics).

(G) Binary Code Files - The software may include certain binary code files for which its source code is not included as part of the software, or that are packaged without the source code in an installable or executable package. As to these binary code files, unless applicable law gives you more rights despite this limitation, you must comply with all technical limitations in those files that only allow you to use it in certain ways. You may not modify, work around any technical limitations in, or reverse engineer, decompile or disassemble these binary code files, except and only to the extent that applicable law expressly permits, despite this limitation.

(H) Feedback - If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.

* * * * *

-END-

XXXVIII. License for The Trilead SSH for Java

The Trilead SSH for Java library is released under a BSD style license.

Copyright (c) 2007 Trilead AG (<http://www.trilead.com>) All rights reserved.

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

a.) Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

b.) 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.

c.) Neither the name of Trilead 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.

Trilead SSH-2 for Java includes code that was written by Dr. Christian Plattner during his PhD at ETH Zurich. The license states the following:

Copyright (c) 2005 - 2006 Swiss Federal Institute of Technology (ETH Zurich),

Department of Computer Science (<http://www.inf.ethz.ch>), Christian Plattner. All rights reserved.

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

a.) Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

b.) 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.

c.) Neither the name of ETH Zurich 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 Java implementations of the AES, Blowfish and 3DES ciphers have been taken (and slightly modified) from the cryptography package released by "The Legion Of The Bouncy Castle". Their license states the following: Copyright (c) 2000 -2004 The Legion Of The Bouncy Castle (<http://www.bouncycastle.org>) 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.

Trademarks SSH is a registered trademark of SSH Communications Security Corp in the United States and in certain other jurisdictions. Java and J2ME are trademarks or registered trademarks of Sun Microsystems, Inc. in the United States and other countries. All other names and marks are property of their respective owners.

-END-

XXXIX. License for The Microsoft HPC Pack 2008 R2 Client Components

MICROSOFT SOFTWARE LICENSE TERMS MICROSOFT HPC Pack 2008 R2 Client Components

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.** You may install and use any number of copies of the software on your premises as follows:

- **Individual Use.** You may install and use the software with third party programs designed and developed for use with the software.
- **Production Use.** You may install and use any number of copies of the software on your premises to design, develop, test and demonstrate your programs.

2. **RIGHT TO DISTRIBUTE.** If you comply with the terms below you may copy and distribute the object code form of the software listed in the REDIST.TXT file in conjunction with the programs you develop. Further, you may permit distributors of your programs to copy and distribute the software as part of those programs you create.

- a. **Distribution Requirements.** If you distribute the software, you must: add significant primary functionality to it in your programs; 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.
- i. **Distribution Restrictions.** You may not alter any copyright, trademark or patent notice in the software; use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft; distribute the software to run on a platform other than the Windows platform; include the software in malicious, deceptive or unlawful programs; or modify or distribute the source code of the software 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.
3. **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. 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; transfer the software or this agreement to any third party (except as permitted in Section 2); or use the software for commercial software hosting services.
4. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
5. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
6. **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 <<http://www.microsoft.com/exporting>>.
7. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
8. **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.
9. **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.
10. **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.
11. **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.

12. **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 étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

EXONERATION DE GARANTIE. Le logiciel visé par une licence est offert "tel quel". Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, de adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne:

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité 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 à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

-END-

XL. License Agreement for Retrospective Image Registration Evaluation (RIRE)

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

1. Definitions

- a. **"Collective Work"** means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with one or more other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.
- b. **"Derivative Work"** means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.
- c. **"Licensor"** means the individual, individuals, entity or entities that offers the Work under the terms of this License.
- d. **"Original Author"** means the individual, individuals, entity or entities who created the Work.
- e. **"Work"** means the copyrightable work of authorship offered under the terms of this License.
- f. **"You"** means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

- a. to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;
- b. to create and reproduce Derivative Works provided that any such Derivative Work, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";;
- c. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;
- d. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works.
- e. For the avoidance of doubt, where the Work is a musical composition:

- i. **Performance Royalties Under Blanket Licenses.** Licensor waives the exclusive right to collect, whether individually or, in the event that Licensor is a member of a performance rights society (e.g. ASCAP, BMI, SESAC), via that society, royalties for the public performance or public digital performance (e.g. webcast) of the Work.
- ii. **Mechanical Rights and Statutory Royalties.** Licensor waives the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).
- f. **Webcasting Rights and Statutory Royalties.** For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved.

4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of a recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. When You distribute, publicly display, publicly perform, or publicly digitally perform the Work, You may not impose any technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by Section 4(b), as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required by Section 4(b), as requested.
- b. If You distribute, publicly display, publicly perform, or publicly digitally perform the Work (as defined in Section 1 above) or any Derivative Works (as defined in Section 1 above) or Collective Works (as defined in Section 1 above), You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and, consistent with Section 3(b) in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(b) may be implemented in any reasonable

manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear, if a credit for all contributing authors of the Derivative Work or Collective Work appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND ONLY TO THE EXTENT OF ANY RIGHTS HELD IN THE LICENSED WORK BY THE LICENSOR. THE LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MARKETABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Derivative Works (as defined in Section 1 above) or Collective Works (as defined in Section 1 above) from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.
- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

- a. Each time You distribute or publicly digitally perform the Work (as defined in Section 1 above) or a Collective Work (as defined in Section 1 above), the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.
- b. Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of the License.

Creative Commons may be contacted at <http://creativecommons.org/>.

-END-

XLI. License Agreement for Libraries in support of ARINC and MIL-1533

GE INTELLIGENT PLATFORMS EMBEDDED SYSTEMS, INC. and its subsidiaries COMPUTER DYNAMICS OF ILLINOIS, INC.

Software License Agreement – Object Code; Limited Source Code (Low IP)

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE OPENING THIS PACKAGE OR SIGNIFYING YOUR ACCEPTANCE BY CLICKING THE APPROPRIATE DIALOG BOX. OPENING THIS PACKAGE, CLICKING THE APPROPRIATE DIALOG BOX OR USING ANY PART OF THE SOFTWARE SIGNIFIES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, PROMPTLY RETURN THE PACKAGE UNOPENED AND UNUSED ALONG WITH ANY OTHER ITEM THAT WAS INCLUDED IN THE SAME CATALOG NUMBER FOR FULL CREDIT.

You, as the Customer, agree as follows:

1. DEFINITIONS

"GE" shall mean the GE Intelligent Platforms Embedded Systems business providing Licensed Software to Customer pursuant to this Agreement, whether GE Intelligent Platforms Embedded Systems, Inc., its subsidiary, or Computer Dynamics of Illinois, Inc.

"GE Software" shall mean those portions of the Licensed Software owned by GE or its affiliate company.

"Licensed Software" shall mean the software, in object code and/or source code form, supplied by GE pursuant to this Agreement.

"Licensed Product" shall mean the Licensed Software and/or its accompanying documentation.

"Object Copy" shall mean the software, in object code form only, or any copy thereof, included with or derived from the Licensed Software and intended for use on a GE hardware product. "Derived Object Copy" shall mean an Object Copy which is derived from the Licensed Software rather than previously existing within the Licensed Software.

"Third Party Software" shall mean those portions of the Licensed Software owned or licensed by a third party, including but not limited to operating system code, that is embedded within the Licensed Software.

2. LICENSE

2.1 You are granted only a personal, non-transferable, nonexclusive license to use the Licensed Software solely at your site for which you have paid the fee as set forth in section 2.6 below, to prepare Object Copies, and to modify source code and/or configuration files (if provided) to make Derived Object Copies, and to merge such Object Copies into other software to reside only on a GE hardware product, limited to one copy per hardware unit. You may copy the Licensed Product for development and backup purposes only, in support of such use, limited to the number of development hosts you are then currently using plus a reasonable number of backup copies. No other copies shall be made unless authorized in writing by GE. You must reproduce and include all applicable copyright notices on any copy of the Licensed Product or Object Copies. You may not reverse compile or otherwise reverse engineer the object code portion of the Licensed Software. The Licensed Product, comprising proprietary trade secret information of GE and/or its licensors, shall be held in confidence by Customer and protected from disclosure to third parties. All GE Software and Object Copies are owned by GE, whether or not merged with other software, and no title to the intellectual property is transferred. Neither Licensed Software nor Object Copies may be copied, reproduced, or used for any other purpose outside of operation of GE hardware.

2.2 You may transfer Object Copies, either as installed on GE hardware products or on separate media, for use on GE's hardware product only, and provided that the end user agrees to be bound by license terms solely to use such Object Copies no less restrictive than the provisions of this Agreement, and provided that all proprietary markings are maintained. In addition, the end user may be permitted to copy the Object Copies solely for use on GE hardware and limited to one copy per hardware unit, plus for reasonable backup purposes, but shall be prohibited from modifying, reverse compiling or otherwise reverse engineering the Object Copy. GE provides no warranty with respect to, and disclaims any liability arising from, any Derived Object Copy. Any other transfer is void and automatically terminates this license. You shall use your best efforts to enforce such agreement and shall promptly report any violation or suspected violation to GE. In the event you do not enforce such agreement after a breach, you shall, to the extent permissible by applicable law, grant GE the right to enforce such agreement.

2.3 The Licensed Software may include Third Party Software licensed to GE. The owner of the Third Party Software (the "Third Party") and its licensors are intended third party beneficiaries of this Agreement, and the provisions of this Agreement relating to the Licensed Software, as the same incorporates Third Party Software, are made expressly for the benefit of, and are enforceable by, the Third Party and its licensors. The Third Party and its licensors retain ownership of all copies of the Third Party Software. **Unless a pass-through warranty covering the Third Party Software is extended directly to you by the Third Party, all Third Party Software is provided "AS IS" without warranty of any kind, and each of Third Party and its licensors disclaim all warranties, either express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement or fitness for a particular purpose with regard to the Third Party Software. The Third Party shall not have any liability for special, indirect, punitive, incidental or consequential damages.** Unless otherwise expressly stated by GE, you must make your own provision for any required operating system software licenses even if the Licensed Software contains some operating system code.

2.4 In addition to the Licensed Software licensed above, GE may provide certain files to be used on the GE hardware product, the use of which, and programming activity with respect to which, may be subject to the terms of the GNU General Public License (GPL) or the GNU Lesser General Public License (LGPL), the current text of which may be found at: <http://www.gnu.org>, or another open source license. The Licensed Product is proprietary software not subject to the GPL or LGPL or other open source license, and Customer has no license to take any action, and shall take no action, which would have the effect of subjecting the Licensed Software or any portion of the Licensed Software to the terms of the GPL or LGPL or other open source license. Customer may consult the user documentation for identifications and further information.

2.5 If the Licensed Software or associated documentation is provided to any U.S. Government entity, unit, or agency, the restrictions set forth at section 52.227-19(c) ("Commercial computer software license" (restricted rights)) of the Federal Acquisition Regulations (FARs) shall apply. If the Licensed Software or associated documentation is provided to the U.S. Government, Department of Defense (DOD), or any entity, unit, or agency thereof, the restrictions set forth at section 252.227-7015 ("Technical Data - Commercial Items") of the DOD FAR Supplement (DFARS) shall also apply.

2.6 For the rights granted in this Agreement, Customer shall pay to GE the fee quoted by GE for the use of the Licensed Software at the applicable Customer site, or the fee quoted by GE for annual maintenance that includes the use of the Licensed Software at such site, whichever is applicable, plus any additional fees for copies of Object Copies transferred by Customer or made by Customer's customer (unless Customer's customer has entered into a separate license agreement with GE for such copies), as may be applicable.

2.7 Customer shall pay all import duties and registration fees and all sales, use and excise taxes (and any other assessments in the nature of taxes however designated) on the Licensed Product or its license to use the Licensed Product, or resulting from this Agreement, exclusive of taxes based on GE'S net income.

3. WARRANTY

3.1 GE warrants that the GE Software will be in substantial conformance with GE's standard published user documentation pertaining thereto as of the date of shipment by GE. If, within ninety (90) days of date of shipment, it is shown that the GE Software does not meet this warranty, and such GE Software is returned to GE with a copy of your purchase confirmation, GE will, at its option, either correct the defect or error in the GE Software, free of charge, or make available to Customer satisfactory substitute software, or return to Customer all payments made as license fees and terminate the license with respect to the GE Software affected. GE does not warrant that operation of the GE Software will be uninterrupted or error free or that it will meet Customer's needs. All other portions of the Licensed Software are provided "as is" without warranty of any kind.

3.2 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE LICENSED PRODUCT WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. **NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. NO WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE SHALL APPLY.**

4. LIMITATION OF LIABILITY

4.1 GE'S LIABILITY FOR ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE LICENSED PRODUCT OR ANY PART THEREOF, OR FROM ANY SERVICE FURNISHED HEREUNDER (INCLUDING REMEDIAL WARRANTY EFFORTS), SHALL, IN THE AGGREGATE, IN NO CASE EXCEED THE LICENSE FEES FOR THE LICENSED PRODUCT GIVING RISE TO THE CLAIM. ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD AS SET FORTH IN SECTION 3.

4.2 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, SHALL GE, ITS EMPLOYEES OR SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS AND TRANSFEREES OF THE CUSTOMER FOR SUCH DAMAGES EVEN IF GE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE CUSTOMER WILL INDEMNIFY GE, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE LICENSED PRODUCT WILL BE FURNISHED BY THE CUSTOMER TO A THIRD PARTY BY CONTRACT OR RELATE TO A CONTRACT BETWEEN THE CUSTOMER AND A THIRD PARTY, THE CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING GE AND ITS SUPPLIERS THE PROTECTION OF THIS SUBSECTION AND THE PRECEDING SUBSECTION.

4.3 The Licensed Product is not intended for use in any nuclear facility or application, or any life-support equipment or other application where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, GE disclaims all liability for any damages arising as a result of the hazardous nature of the application in question, including but not limited to nuclear

or environmental damage, injury or contamination, and Customer shall indemnify, hold harmless and defend GE, its officers, directors, employees and agents against all such liability, whether based on contract, warranty, tort (including negligence), strict liability, or any other legal theory, regardless of whether GE had knowledge of the possibility of such damages.

4.4 If GE furnishes Customer with advice or other assistance concerning any products or systems which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject GE to any liability, whether in contract, indemnity, warranty, tort, (including negligence), strict liability or otherwise.

5. INDEMNITY

5.1 GE warrants that the GE Software shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If promptly notified in writing and given full authority, information and assistance, GE shall defend, or may settle, at its expense, any suit or proceeding against Customer so far as based on a claimed infringement which would result in a breach of this warranty, and GE shall pay all damages and costs finally awarded therein against Customer due to such breach, other than damages and costs arising from any willful infringement by Customer after receipt of notice of the claimed infringement. GE shall not be responsible for any compromise or concession made by Customer without GE's prior written consent. In case the GE Software is in such suit held to constitute such an infringement and its use for the purpose intended for such software is enjoined, GE shall, at its expense and option, either procure for Customer the right to continue using said software, or replace same with non-infringing software, or modify same so it becomes non-infringing, or remove the software and refund the license fees pertaining thereto (less reasonable depreciation for any period of use) and any transportation costs separately paid by Customer. The foregoing states the entire liability of GE for patent or copyright infringement by the Licensed Product or any part thereof.

5.2 The indemnity under the preceding paragraph shall not apply if the infringement or claim is based in whole or in part upon any modification of GE Software or development or use of Derived Object Copies hereunder or other use of GE Software in conjunction with any other product in a combination not furnished by GE as a part of this transaction. As to any such modification, development, or use in such combination, or any improper or unauthorized use, modification, installation, or operation of the GE Software, GE assumes no liability whatsoever for patent or copyright infringement and Customer will hold GE harmless against any infringement claims arising therefrom.

6. TERM AND TERMINATION

6.1 You may terminate the license granted hereunder at any time by destroying the Licensed Product and all Object Copies together with all copies thereof and notifying GE in writing that all use of the Licensed Product and Object Copies have ceased and that same has been destroyed.

6.2 GE may terminate this Agreement or any license hereunder upon notice to Customer if Customer breaches any of the terms and conditions of this Agreement or if Customer attempts to assign this Agreement or any license hereunder without GE's prior written consent. Within twenty (20) days after any termination of this Agreement, Customer shall certify in writing to GE that all use of the Licensed Product and Object Copies have ceased, and that the same has been destroyed.

6.3 All provisions of this Agreement related to disclaimers of warranty, limitation of liability, GE's intellectual property rights, or export shall survive any expiration or termination and remain in effect. Termination of this Agreement or any license hereunder shall not relieve Customer of its obligation to pay any and all outstanding charges hereunder nor entitle Customer to any refund of such charges previously paid.

7. EXPORT

7.1 If you intend to export (or reexport), directly or indirectly, the Licensed Product, Object Copies, or technical data relating thereto or any portion thereof, it is your responsibility to assure compliance with U.S. and other applicable export control laws and to obtain any required licenses or approvals in your own name. You are also responsible for the accuracy and completeness of any information or certification you provide for purposes of export control compliance.

8. GENERAL

8.1 This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

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

BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. FURTHER, NO CHANGE OR AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS AGREED TO BY WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF GE.
1/15/2010

-END-

XLII. License Agreement for OpenStreetMap basemaps

ODC Open Database License (ODbL)

Preamble

The Open Database License (ODbL) is a license agreement intended to allow users to freely share, modify, and use this Database while maintaining this same freedom for others. Many databases are covered by copyright, and therefore this document licenses these rights. Some jurisdictions, mainly in the European Union, have specific rights that cover databases, and so the ODbL addresses these rights, too. Finally, the ODbL is also an agreement in contract for users of this Database to act in certain ways in return for accessing this Database.

Databases can contain a wide variety of types of content (images, audiovisual material, and sounds all in the same database, for example), and so the ODbL only governs the rights over the Database, and not the contents of the Database individually. Licensors should use the ODbL together with another license for the contents, if the contents have a single set of rights that uniformly covers all of the contents. If the contents have multiple sets of different rights, Licensors should describe what rights govern what contents together in the individual record or in some other way that clarifies what rights apply.

Sometimes the contents of a database, or the database itself, can be covered by other rights not addressed here (such as private contracts, trade mark over the name, or privacy rights / data protection rights over information in the contents), and so you are advised that you may have to consult other documents or clear other rights before doing activities not covered by this License.

The Licensor (as defined below)

and

You (as defined below)

agree as follows:

as part of a Collective Database in any way that enables a Person to make or receive copies of the Database or a Derivative Database. Conveying does not include interaction with a user through a computer network, or creating and Using a Produced Work, where no transfer of a copy of the Database or a Derivative Database occurs. "Contents" – The contents of this Database, which includes the information, independent works, or other material collected into the Database. For example, the contents of the Database could be factual data or works such as images, audiovisual material, text, or sounds.

"Database" – A collection of material (the Contents) arranged in a systematic or methodical way and individually accessible by electronic or other means offered under the terms of this License.

"Database Directive" – Means Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended or succeeded.

"Database Right" – Means rights resulting from the Chapter III ("sui generis") rights in the Database Directive (as amended and as transposed by member states), which includes the Extraction and Re-utilisation of the whole or a Substantial part of the Contents, as well as any similar rights available in the relevant jurisdiction under Section 10.4.

"Derivative Database" – Means a database based upon the Database, and includes any translation, adaptation, arrangement, modification, or any other alteration of the Database or of a Substantial part of the

Contents. This includes, but is not limited to, Extracting or Re-utilising the whole or a Substantial part of the Contents in a new Database.

“Extraction” – Means the permanent or temporary transfer of all or a Substantial part of the **1.0 Definitions of Capitalised Words**

“Collective Database” – Means this Database in unmodified form as part of a collection of independent databases in themselves that together are assembled into a collective whole. A work that constitutes a Collective Database will not be considered a Derivative Database.

“Convey” – As a verb, means Using the Database, a Derivative Database, or the Database Contents to another medium by any means or in any form.

“License” – Means this license agreement and is both a license of rights such as copyright and Database Rights and an agreement in contract.

“Licensor” – Means the Person that offers the Database under the terms of this License.

“Person” – Means a natural or legal person or a body of persons corporate or incorporate.

“Produced Work” – a work (such as an image, audiovisual material, text, or sounds) resulting from using the whole or a Substantial part of the Contents (via a search or other query) from this Database, a Derivative Database, or this Database as part of a Collective Database.

“Publicly” – means to Persons other than You or under Your control by either more than 50% ownership or by the power to direct their activities (such as contracting with an independent consultant).

“Re-utilisation” – means any form of making available to the public all or a Substantial part of the Contents by the distribution of copies, by renting, by online or other forms of transmission.

“Substantial” – Means substantial in terms of quantity or quality or a combination of both. The repeated and systematic Extraction or Re-utilisation of insubstantial parts of the Contents may amount to the Extraction or Re-utilisation of a Substantial part of the Contents.

“Use” – As a verb, means doing any act that is restricted by copyright or Database Rights whether in the original medium or any other; and includes without limitation distributing, copying, publicly performing, publicly displaying, and preparing derivative works of the Database, as well as modifying the Database as may be technically necessary to use it in a different mode or format.

“You” – Means a Person exercising rights under this License who has not previously violated the terms of this License with respect to the Database, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

Words in the singular include the plural and vice versa.

2.0 What this License covers

2.1. Legal effect of this document. This License is:

- a. A license of applicable copyright and neighbouring rights;
- b. A license of the Database Right; and
- c. An agreement in contract between You and the Licensor.

2.2 Legal rights covered. This License covers the legal rights in the Database, including:

a. Copyright. Any copyright or neighbouring rights in the Database. The copyright licensed includes any individual elements of the Database, but does not cover the copyright over the Contents independent of this Database. See Section 2.4 for details. Copyright law varies between jurisdictions, but is likely to cover: the Database model or schema, which is the structure, arrangement, and organisation of the Database, and can also include the Database tables and table indexes; the data entry and output sheets; and the Field names of Contents stored in the Database;

b. Database Rights. Database Rights only extend to the Extraction and Re-utilisation of the whole or a Substantial part of the Contents. Database Rights can apply even when there is no copyright over the

Database. Database Rights can also apply when the Contents are removed from the Database and are selected and arranged in a way that would not infringe any applicable copyright; and

c. Contract. This is an agreement between You and the Licensor for access to the Database. In return you agree to certain conditions of use on this access as outlined in this License.

2.3 Rights not covered.

- a. This License does not apply to computer programs used in the making or operation of the Database;
- b. This License does not cover any patents over the Contents or the Database; and
- c. This License does not cover any trademarks associated with the Database.

2.4 Relationship to Contents in the Database. The individual items of the Contents contained in this Database may be covered by other rights, including copyright, patent, data protection, privacy, or personality rights, and this License does not cover any rights (other than Database Rights or in contract) in individual Contents contained in the Database. For example, if used on a Database of images (the Contents), this License would not apply to copyright over individual images, which could have their own separate licenses, or one single license covering all of the rights over the images.

3.0 Rights granted

3.1 Subject to the terms and conditions of this License, the Licensor grants to You a worldwide, royalty-free, non-exclusive, terminable (but only under Section 9) license to Use the Database for the duration of any applicable copyright and Database Rights. These rights explicitly include commercial use, and do not exclude any field of endeavour. To the extent possible in the relevant jurisdiction, these rights may be exercised in all media and formats whether now known or created in the future.

The rights granted cover, for example:

- a. Extraction and Re-utilisation of the whole or a Substantial part of the Contents;
- b. Creation of Derivative Databases;
- c. Creation of Collective Databases;
- d. Creation of temporary or permanent reproductions by any means and in any form, in whole or in part, including of any Derivative Databases or as a part of Collective Databases; and
- e. Distribution, communication, display, lending, making available, or performance to the public by any means and in any form, in whole or in part, including of any Derivative Database or as a part of Collective Databases.

3.2 Compulsory license schemes. For the avoidance of doubt:

- a. Non-waivable compulsory license schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
- b. Waivable compulsory license schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,
- c. Voluntary license schemes. The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

3.3 The right to release the Database under different terms, or to stop distributing or making available the Database, is reserved. Note that this Database may be multiple-licensed, and so You may have the choice of using alternative licenses for this Database. Subject to Section 10.4, all other rights not expressly granted by Licensor are reserved.

4.0 Conditions of Use

4.1 The rights granted in Section 3 above are expressly made subject to Your complying with the following conditions of use. These are important conditions of this License, and if You fail to follow them, You will be in material breach of its terms.

4.2 Notices. If You Publicly Convey this Database, any Derivative Database, or the Database as part of a Collective Database, then You must:

- a. Do so only under the terms of this License or another license permitted under Section 4.4;
- b. Include a copy of this License (or, as applicable, a license permitted under Section 4.4) or its Uniform Resource Identifier (URI) with the Database or Derivative Database, including both in the Database or Derivative Database and in any relevant documentation; and
- c. Keep intact any copyright or Database Right notices and notices that refer to this License.
- d. If it is not possible to put the required notices in a particular file due to its structure, then You must include the notices in a location (such as a relevant directory) where users would be likely to look for it.

4.3 Notice for using output (Contents). Creating and Using a Produced Work does not require the notice in Section 4.2. However, if you Publicly Use a Produced Work, You must include a notice associated with the Produced Work reasonably calculated to make any Person that uses, views, accesses, interacts with, or is otherwise exposed to the Produced Work aware that Content was obtained from the Database, Derivative Database, or the Database as part of a Collective Database, and that it is available under this License.

- a. Example notice. The following text will satisfy notice under Section 4.3:

Contains information from DATABASE NAME, which is made available here under the Open Database License (ODbL).

DATABASE NAME should be replaced with the name of the Database and a hyperlink to the URI of the Database. “Open Database License” should contain a hyperlink to the URI of the text of this License. If hyperlinks are not possible, You should include the plain text of the required URI’s with the above notice.

4.4 Share alike.

- a. Any Derivative Database that You Publicly Use must be only under the terms of:
 - i. This License;
 - ii. A later version of this License similar in spirit to this License; or
 - iii. A compatible license.

If You license the Derivative Database under one of the licenses mentioned in (iii), You must comply with the terms of that license.

b. For the avoidance of doubt, Extraction or Re-utilisation of the whole or a Substantial part of the Contents into a new database is a Derivative Database and must comply with Section 4.4.

c. Derivative Databases and Produced Works. A Derivative Database is Publicly Used and so must comply with Section 4.4. if a Produced Work created from the Derivative Database is Publicly Used.

d. Share Alike and additional Contents. For the avoidance of doubt, You must not add Contents to Derivative Databases under Section 4.4 a that are incompatible with the rights granted under this License.

e. Compatible licenses. Licensors may authorise a proxy to determine compatible licenses under Section 4.4 a iii. If they do so, the authorised proxy’s public statement of acceptance of a compatible license grants You permission to use the compatible license.

4.5 Limits of Share Alike. The requirements of Section 4.4 do not apply in the following:

- a. For the avoidance of doubt, You are not required to license Collective Databases under this License if You incorporate this Database or a Derivative Database in the collection, but this License still applies to this Database or a Derivative Database as a part of the Collective Database;

b. Using this Database, a Derivative Database, or this Database as part of a Collective Database to create a Produced Work does not create a Derivative Database for purposes of Section 4.4; and

c. Use of a Derivative Database internally within an organisation is not to the public and therefore does not fall under the requirements of Section 4.4.

4.6 Access to Derivative Databases. If You Publicly Use a Derivative Database or a Produced Work from a Derivative Database, You must also offer to recipients of the Derivative Database or Produced Work a copy in a machine readable form of:

a. The entire Derivative Database; or

b. A file containing all of the alterations made to the Database or the method of making the alterations to the Database (such as an algorithm), including any additional Contents, that make up all the differences between the Database and the Derivative Database.

The Derivative Database (under a.) or alteration file (under b.) must be available at no more than a reasonable production cost for physical distributions and free of charge if distributed over the internet.

4.7 Technological measures and additional terms

a. This License does not allow You to impose (except subject to Section 4.7 b.) any terms or any technological measures on the Database, a Derivative Database, or the whole or a Substantial part of the Contents that alter or restrict the terms of this License, or any rights granted under it, or have the effect or intent of restricting the ability of any person to exercise those rights.

b. Parallel distribution. You may impose terms or technological measures on the Database, a Derivative Database, or the whole or a Substantial part of the Contents (a "Restricted Database") in contravention of Section 4.74 a. only if You also make a copy of the Database or a Derivative Database available to the recipient of the Restricted Database:

i. That is available without additional fee;

ii. That is available in a medium that does not alter or restrict the terms of this License, or any rights granted under it, or have the effect or intent of restricting the ability of any person to exercise those rights (an "Unrestricted Database"); and

iii. The Unrestricted Database is at least as accessible to the recipient as a practical matter as the Restricted Database.

c. For the avoidance of doubt, You may place this Database or a Derivative Database in an authenticated environment, behind a password, or within a similar access control scheme provided that You do not alter or restrict the terms of this License or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights.

4.8 Licensing of others. You may not sublicense the Database. Each time You communicate the Database, the whole or Substantial part of the Contents, or any Derivative Database to anyone else in any way, the Licensor offers to the recipient a license to the Database on the same terms and conditions as this License. You are not responsible for enforcing compliance by third parties with this License, but You may enforce any rights that You have over a Derivative Database. You are solely responsible for any modifications of a Derivative Database made by You or another Person at Your direction. You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License.

5.0 Moral rights

5.1 Moral rights. This section covers moral rights, including any rights to be identified as the author of the Database or to object to treatment that would otherwise prejudice the author's honour and reputation, or any other derogatory treatment:

a. For jurisdictions allowing waiver of moral rights, Licensor waives all moral rights that Licensor may have in the Database to the fullest extent possible by the law of the relevant jurisdiction under Section 10.4;

b. If waiver of moral rights under Section 5.1 a in the relevant jurisdiction is not possible, Licensor agrees not to assert any moral rights over the Database and waives all claims in moral rights to the fullest extent possible by the law of the relevant jurisdiction under Section 10.4; and

c. For jurisdictions not allowing waiver or an agreement not to assert moral rights under Section 5.1 a and b, the author may retain their moral rights over certain aspects of the Database.

Please note that some jurisdictions do not allow for the waiver of moral rights, and so moral rights may still subsist over the Database in some jurisdictions.

6.0 Fair dealing, Database exceptions, and other rights not affected

6.1 This License does not affect any rights that You or anyone else may independently have under any applicable law to make any use of this Database, including without limitation:

a. Exceptions to the Database Right including: Extraction of Contents from non-electronic Databases for private purposes, Extraction for purposes of illustration for teaching or scientific research, and Extraction or Re-utilisation for public security or an administrative or judicial procedure.

b. Fair dealing, fair use, or any other legally recognised limitation or exception to infringement of copyright or other applicable laws.

6.2 This License does not affect any rights of lawful users to Extract and Re-utilise insubstantial parts of the Contents, evaluated quantitatively or qualitatively, for any purposes whatsoever, including creating a Derivative Database (subject to other rights over the Contents, see Section 2.4). The repeated and systematic Extraction or Re-utilisation of insubstantial parts of the Contents may however amount to the Extraction or Re-utilisation of a Substantial part of the Contents.

7.0 Warranties and Disclaimer

7.1 The Database is licensed by the Licensor “as is” and without any warranty of any kind, either express, implied, or arising by statute, custom, course of dealing, or trade usage. Licensor specifically disclaims any and all implied warranties or conditions of title, non-infringement, accuracy or completeness, the presence or absence of errors, fitness for a particular purpose, merchantability, or otherwise. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to You.

8.0 Limitation of liability

8.1 Subject to any liability that may not be excluded or limited by law, the Licensor is not liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any use under this License, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. This exclusion of liability includes, but is not limited to, any special, incidental, consequential, punitive, or exemplary damages such as loss of revenue, data, anticipated profits, and lost business. This exclusion applies even if the Licensor has been advised of the possibility of such damages.

8.2 If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved negligence on the part of the Licensor.

9.0 Termination of Your rights under this License

9.1 Any breach by You of the terms and conditions of this License automatically terminates this License with immediate effect and without notice to You. For the avoidance of doubt, Persons who have received the Database, the whole or a Substantial part of the Contents, Derivative Databases, or the Database as part of a Collective Database from You under this License will not have their licenses terminated provided their use is in full compliance with this License or a license granted under Section 4.8 of this License. Sections 1, 2, 7, 8, 9 and 10 will survive any termination of this License.

9.2 If You are not in breach of the terms of this License, the Licensor will not terminate Your rights under it.

9.3 Unless terminated under Section 9.1, this License is granted to You for the duration of applicable rights in the Database.

9.4 Reinstatement of rights. If you cease any breach of the terms and conditions of this License, then your full rights under this License will be reinstated:

a. Provisionally and subject to permanent termination until the 60th day after cessation of breach;

b. Permanently on the 60th day after cessation of breach unless otherwise reasonably notified by the Licensor; or

c. Permanently if reasonably notified by the Licensor of the violation, this is the first time You have received notice of violation of this License from the Licensor, and You cure the violation prior to 30 days after your receipt of the notice.

Persons subject to permanent termination of rights are not eligible to be a recipient and receive a license under Section 4.8.

9.5 Notwithstanding the above, Licensor reserves the right to release the Database under different license terms or to stop distributing or making available the Database. Releasing the Database under different license terms or stopping the distribution of the Database will not withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

10.0 General

10.1 If any provision of this License is held to be invalid or unenforceable, that must not affect the validity or enforceability of the remainder of the terms and conditions of this License and each remaining provision of this License shall be valid and enforced to the fullest extent permitted by law.

10.2 This License is the entire agreement between the parties with respect to the rights granted here over the Database. It replaces any earlier understandings, agreements or representations with respect to the Database.

10.3 If You are in breach of the terms of this License, You will not be entitled to rely on the terms of this License or to complain of any breach by the Licensor.

10.4 Choice of law. This License takes effect in and will be governed by the laws of the relevant jurisdiction in which the License terms are sought to be enforced. If the standard suite of rights granted under applicable copyright law and Database Rights in the relevant jurisdiction includes additional rights not granted under this License, these additional rights are granted in this License in order to meet the terms of this License.

-END-

XLIII. ESRI Agreement for NAVTEQ use of Data

NAVTEQ USE OF DATA

This page outlines restrictions for using NAVTEQ Data. Please review the License Agreement (E200/E204 and E300) or the Data License Agreement, as applicable, for complete licensing terms:

© 200X NAVTEQ [Insert any applicable copyright notices as required for the country-specific Data being used]. All rights reserved.

NAVTEQ holds a nonexclusive license from the United States Postal Service® (USPS) to publish and sell ZIP+4 information. © United States Postal Service 2005. Prices are not established, controlled, or approved by the United States Postal Service. The following trademarks and registrations are owned by the USPS: United States Postal Service, and USPS.

RESTRICTIONS

Licensee's use of NAVTEQ Data provided with the Software or delivered separately is subject to the following additional terms and conditions:

1. **Canada.** The following provisions apply to NAVTEQ Data for the coverage area of Canada, which may include or reflect data from third party licensors ("Third Party Data"), including Her Majesty the Queen in Right of Canada ("Her Majesty") and Canada Post Corporation ("Canada Post"):
 - A. *Disclaimer and Limitation.* Licensee use of the Third Party Data is subject to the following provisions:
 - I. *Disclaimer.* The Third Party Data is licensed on an "as is" basis. The licensors of such data, including Her Majesty and Canada Post, make no guarantees, representations, or warranties respecting such data, either express or implied, arising by law or otherwise, including but not limited to effectiveness, completeness, accuracy, or fitness for a particular purpose.

- II. *Limitation on Liability.* The Third Party Data licensors, including Her Majesty and Canada Post, shall not be liable: (a) in respect of any claim, demand, or action, irrespective of the nature of the cause of the claim, demand, or action alleging any loss, injury, or damages, direct or indirect, which may result from the use or possession of such data; or (b) in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the Data.
- B. *Copyright Notice.* In connection with each copy of all or any portion of the NAVTEQ Data for the coverage area of Canada, Licensee shall affix in a conspicuous manner the following copyright notice on at least one of: (i) the label for the storage media of the copy; (ii) the packaging for the copy; or (iii) other materials such as user manuals or end user license agreements: **“This data includes information taken with permission from Canadian authorities, including © Her Majesty the Queen in Right of Canada, © Queen’s Printer for Ontario, ©Canada Post, GeoBase®.”**
- C. The licensed Data may include or reflect Data of licensors, including Her Majesty and Canada Post. Such Data is licensed on an “as is” basis. The licensors, including Her Majesty and Canada Post, make no guarantees, representations, or warranties respecting such data, either express or implied, arising by law or otherwise, including but not limited to effectiveness, completeness, accuracy, or fitness for a particular purpose.

The licensors, including Her Majesty and Canada Post, shall not be liable in respect of any claim, demand, or action, irrespective of the nature of the cause of the claim, demand, or action alleging any loss, injury, or damages, direct or indirect, which may result from the use or possession of the data or the licensed data. The licensors, including Her Majesty and Canada Post, shall not be liable in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the data or the licensed data.

Licensee shall indemnify and save harmless the licensors, including Her Majesty, the Minister of Natural Resources, and Canada Post, and their officers, employees, and agents from and against any claim, demand, or action, irrespective of the nature of the cause of the claim, demand, or action, alleging loss, costs, expenses, damages, or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Licensed Data.

2. **European Supplier Terms.** The following provisions apply to the NAVTEQ Data for and to the extent indicated respecting any territory including any country of Europe, which may include or reflect data from third party licensors:
 - A. *Paper Maps.* With respect to any license granted to Licensee relating to making, selling, or distributing paper maps (i.e., a map fixed on a paper or paper-like medium), (a) such license with respect to NAVTEQ Data for the Territory of Great Britain is conditioned on Licensee’s entering into and complying with a separate written agreement with the Ordnance Survey (“OS”) to create and sell paper maps, Licensee paying to OS any and all paper map royalties, and Licensee complying with the OS copyright notice requirements; (b) such license for selling or otherwise distributing for charge with respect to NAVTEQ Data for the Territory of Czech Republic is conditioned on Licensee obtaining prior written consent from Kartografie a.s.; (c) such license for selling or distributing with respect to NAVTEQ Data for the Territory of Switzerland is conditioned on Licensee obtaining a permit from Bundesamt für Landestopografie of Switzerland; (d) Licensee is restricted from using NAVTEQ Data for the Territory of France to create paper maps with a scale between 1:5,000 and 1:250,000; and (e) Licensee is restricted from using any NAVTEQ Data to create, sell, or distribute paper maps that the same or substantially similar, in terms of data content and specific use of color, symbols, and scale, to paper maps published by the European national mapping agencies, including, without limitation, Landvermessungämter of Germany, Topografische Dienst of the Netherlands, Nationaal Geografisch Instituut of Belgium, Bundesamt für Landestopografie of Switzerland, Bundesamt für Eich-und Vermessungswesen of Austria, and the National Land Survey of Sweden.
 - B. *OS Enforcement.* With respect to NAVTEQ Data for the territory of Great Britain, Licensee acknowledges and agrees that the Ordnance Survey (“OS”) may bring a direct action against Licensee to enforce compliance with the OS copyright notice (see Section 3 below) and paper map requirements (see Section A above).
 - C. *Traffic Codes.* The following provisions apply to the grant of license for use of NAVTEQ Data that includes Traffic Codes.
 - i. *General Restrictions Applicable to Traffic Codes.* Licensee acknowledges and agrees that in certain countries of the Territory of Europe, Licensee shall be responsible for obtaining rights directly from third party RDS-TMC code providers to use the Traffic Codes in the Data and to deliver to end users information, data, applications, products, and/or services in any way derived from or based on such Traffic Codes.

ii. *Display of Third Party Rights Legend for Belgium.* Licensee shall, for each provision of information, data, applications, products, and/or services that uses Traffic Codes for Belgium, provide the following notice to the End User: "Traffic Information is provided by the Ministerie van de Vlaamse Gemeenschap and the Ministère de l'Équipement et des Transports."

3. **Third Party Notices.** Any and all copies of the NAVTEQ Data and/or packaging shall include the respective Third Party Notices set forth below and used as described below corresponding to the territory (or portion thereof) included in such copy:

Territory	Notice
Australia	"Copyright. Based on data provided under license from PSMA Australia Limited (www.pasma.com.au)"
Austria Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and/or Ukraine	© Bundesamt für Eich- und Vermessungswesen "© EuroGeographics"
France	The following notice must appear on all copies of the Data, and may also appear on packaging: "source: Géoroute® IGN France & BD Carto® IGN France".
Germany	"Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen" or "Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen."
Great Britain	Until 12/31/05: "Based on Ordnance Survey electronic data and used with the permission of the Controller of Her Majesty's Stationary Office © Crown Copyright, 1995." After 12/31/05: "Based upon Crown Copyright material."
Greece	"Copyright Geomatics Ltd."
Hungary	"Copyright © 2003; Tom-Map Ltd."
Italy	"La Banca Dati Italiana é stata prodotta usando quale riferimento anche cartografia numerica ed al tratto prodotta e fornita dalla Regione Toscana."
Norway	"Copyright © 2000; Norwegian Mapping Authority"
Portugal	"Source: IgeoE-Portugal"
Spain	"Información geográfica propiedad del CNIG"
Sweden	"Based upon electronic data © National Land Survey Sweden."
Switzerland	"Topografische Grundlage: © Bundesamt für Landestopographie."

4. **Government End Users.** If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, [insert "NAVTEQ Data" or such other name that Client uses specifically to refer to NAVTEQ Data] (hereinafter "Data") is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with [insert the name of the terms/conditions in which this notice is included], and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice:

NOTICE OF USE
Contractor (Manufacturer/Supplier) Name: NAVTEQ Contractor (Manufacturer/Supplier) Address: 22 Merchandise Mart Plaza, Suite 900, Chicago, Illinois 60654

These [insert "NAVTEQ Data" or such other name that Client uses specifically to refer to NAVTEQ Data] are commercial items as defined in FAR 2.101 and are subject to [insert the name of the terms/conditions in which this notice is included] under which this data was provided.

© 200X NAVTEQ-All rights reserved.

If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify NAVTEQ prior to seeking additional or alternative rights in the Data.

-END-

XLIV. ESRI Agreement for TomTom Data

TELE ATLAS USE OF DATA

This page outlines restrictions for using Tele Atlas Data. Please review the License Agreement (E200/E204 and E300), or Data License Agreement, as applicable, for complete licensing terms:

RESTRICTIONS

- A. Licensee's use of Tele Atlas Data provided with the Software or delivered separately is subject to the following additional restrictions.
1. TANA is a third party beneficiary of Esri's rights under the License Agreement with Licensee in order to enforce its intellectual property rights, but is not a party thereto and shall have no obligations thereunder.
 2. Licensee shall acknowledge that the use of the Data with a non-TANA map may result in increased variance between the location displayed on the map and ground truth location.
 3. Licensee shall not provide display or allow access to the actual numerical latitude and longitude coordinates.
 4. *U.S. Government Rights.* If Licensee is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure, or transfer of this commercial product and any accompanying documentation, is restricted in accordance with the limited restricted rights as described in DFARS 252.227-7014(a)(1)(JUN 1995) (DOD commercial computer software definition), DFARS 227.7202-1 (DOD policy on commercial computer software), FAR 52.227-19 (JUN 1987) (commercial computer software clause for civilian agencies), DFARS 252.227-7015 (NOV 1995) (DOD technical data – commercial items clause); FAR 52.227-14 Alternates I, II, and III (JUN 1987) (civilian agency technical data and noncommercial computer software clause), and/or FAR 12.211 and FAR 12.212 (commercial item acquisitions), as applicable. In case of conflict between any of the FAR and DFARS provisions listed herein and this License, the construction that provides greater limitations on the Government's rights shall control. Contractor/manufacture is Tele Atlas North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: (603).643.0330. The Data are © 1984-200_ by Tele Atlas. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state, or local law, it is agreed that the Data are a trade secret and a proprietary commercial product and not subject to disclosure.
 5. If Licensee is an agency, department, or other entity of any State government, the United States Government, or any other public entity, or funded in whole or in part by the United States Government, then Licensee hereby agrees to protect the Data from public disclosure and to consider the Data exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent which permits public access and/or reproduction or use of the Data. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Data shall be terminated and considered immediately null and void. Any of the copies the Data held by Licensee shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Data shall immediately be destroyed.
 6. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas MultiNet® data of Denmark:
Licensee is prohibited from using the Tele Atlas MultiNet® data of Denmark to create maps within telephone books or other products similar to telephone books (e.g. directories), including such products in digital form.

7. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas MultiNet® data of the United Kingdom:
- All warranties of Ordnance Survey, whether express or implied, including but not limited to the implied warranties of non-infringement, merchantability, completeness, accuracy, and fitness for a particular purpose are hereby disclaimed and shall not apply. Licensee acknowledges that Ordnance Survey makes no warranty and gives no representation that the United Kingdom Data, is complete, accurate, and/or up to date and it is an essential condition of the agreement with Licensee that Licensee accepts the United Kingdom Data on that basis.
 - All liability of Ordnance Survey, with respect to the United Kingdom Data, is hereby disclaimed.
 - Licensee is prohibited from using the United Kingdom Data in any printed, published form that results in products to be distributed freely or sold to the public without the prior permission of Ordnance Survey.
 - Licensee shall indemnify Ordnance Survey from and against all claims, demands, or actions, irrespective of the nature of the cause of the claim, demand, or action alleging loss, costs, expenses, damages, or injuries (including injuries resulting from death) arising out of the use of the United Kingdom Data.
8. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas MultiNet® data of Norway:
- Licensee is prohibited from using the Tele Atlas MultiNet® data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority. (Any Value-Added Package of the Tele Atlas MultiNet® data of Norway shall be regarded as similar to the basic national products of the Norwegian Mapping Authority if such Value-Added Package has a regional or national coverage, and at the same time has a content, scale, and format that are similar to the basic national products of the Norwegian Mapping Authority.)
9. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas MultiNet® data of Poland:
- Licensee is prohibited from using the Tele Atlas MultiNet® data of Poland to create commercial printed maps or map products.
10. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas® Address Points Licensed Product:
- Licensee's use of the Atlas® Address Point Data and any portion thereof, is limited to use solely for the purpose of enhancing the value and/or use of the spatial vector data furnished or made by TANA. Notwithstanding anything to the contrary herein, or in any attachment or exhibit hereto, in no event shall Licensee's use of the Tele Atlas® Address Point Data or any portion thereof (including but not limited to longitude/latitude coordinates derived from the Tele Atlas® Address Point Product) in connection with or in conjunction with spatial street vector data furnished or made by a party other than TANA.
11. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas® Brand Icon Licensed Product (the "Brand Icon Licensed Product"):
- Licensee's use of the Brand Icon Data and any portion thereof is solely for the purpose of enhancing the value and/or use of the spatial vector data furnished or made by TANA. Notwithstanding anything to the contrary herein or in any attachment or exhibit hereto, in no event shall Licensee's use the Brand Icon Data or any portion thereof in connection with or in conjunction with spatial street vector data furnished or made by a party other than TANA. Licensee may only use the icons, brand names, logos, trademarks, or other features within (and not separate from) the map data in any collateral, marketing, and product packaging. In addition, Licensee shall not modify or alter the color, shape, size, and orientation of the Brand Icon Data as provided to Licensee without TANA's prior written approval.
 - Licensee agrees that the use of Brand Icon Licensed Product subject to the terms and conditions set forth in this agreement and that there may be additional third party terms, conditions, and restrictions to which the use of the Brand Icon Data will be subject provided in the Release Notes applicable to the Data.
 - Should Licensee enter into any commercial arrangement for advertising, pay-for-placement, promotion, or any similar paid brand marketing exposure with any owners (or their representatives) of any of the brand icons supplied with the Brand Icon Data, TANA shall receive no less than twenty five percent (25%) of any revenues collected in the context of any such commercial arrangement, unless otherwise agreed-to in advance and in writing by both parties.
12. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas® 3D Landmarks Licensed Product (the "3D Landmarks"):
- Licensee agrees to include as soon as practically possible, but no later than the first new release of the Enhanced Offering Following Esri's receipt of any 3D Landmarks, any copyright notices related to the display of such landmarks on every Enhanced Offering and in the "about box" of the Enhanced Offering.

- b. Notwithstanding the aforementioned, TANA has the right to decide, at its sole discretion, to remove specific 3D Landmarks in subsequent releases of the Licensed Products. In such case, Licensee will remove those 3D Landmarks from the Enhanced Offering as soon as practically possible, but no later than the first new release of the Enhanced Offering following Licensee's receipt of the Update to the Licensed Product. TANA shall not be held responsible for any possible damages, costs, or expenses incurred by Licensee related to such removal of a 3D Landmark by TANA from the Licensed Product or failure to remove a 3D Landmark by Licensee from the Enhanced Offering.
- 13. In addition to the provisions described above, the following terms apply if Licensee accesses Dynamap®/Municipal Boundaries Licensed Product:
 - Licensee shall not use the Dynamap®/Municipal Boundaries product to create or derive applications which are used by third parties for the purpose of tariff or tax rate determination for a particular address or range of addresses.
- 14. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas MultiNet™ Premium Points of Interest or Tele Atlas® Premium Points of Interest (the "POI Data"):
 - a. *No Creation of Mailing Lists.* Licensee is prohibited from using the POI Data (i) to create mailing lists or (ii) for other such similar uses.
 - b. *Compliance.* Licensee will use the POI Data in compliance with all applicable federal, state, and local laws, rules, and regulations.
 - c. *Indemnification.* Licensee shall indemnify and hold infoUSA, Inc., harmless from and against all third party claims or liability which are based in whole or in part of the users failure to comply with such laws, rules, and regulations or which result from the use of the POI Data through the EULA.
 - d. *Warranty.* In addition to the Warranties contained in the EULA, Licensee understands that the POI Licensed Product is licensed on an "AS IS" basis without guarantee, and there are no other warranties made, express or implied, including, without limitation, any express or implied warranties of merchantability or fitness for a particular purpose.
 - e. *POI Licensed Product Segregation.* Licensee is prohibited from combining or merging in the same file or database the POI Data with any other POI data. The POI Data shall be maintained in such a way that they are separately identifiable from all other POI data at all times.
 - f. Licensee may only use the POI Data in conjunction with maps generated by TANA data.
 - g. Licensee's search functions shall be limited to city, state, ZIP Code, or radius within a particular geography and therefore business searches without a geographic component within North America are not permitted.
 - h. Licensee may not display ZIP Codes generated from the POI Data.
 - i. Licensee may only display up to ten (10) records per page.
 - j. Licensee may not generate more than five million (5,000,000) page views per month.

B. Additional Restrictions for Specific Product or Countries

- 1. ***Additional Provisions with Respect to the Tele Atlas MultiNet® Data of Denmark only.*** Licensee is prohibited from using the Tele Atlas MultiNet® data of Denmark to create maps within telephone books or other products similar to telephone books (e.g. directories), including such products in digital form.

C. Application Specific. The following additional terms shall apply:

Regarding Navigation Products (means software products and/or on-demand services which enable a Licensee to select a destination and receive instructions on how to get to that destination based on the position of Licensee and/or the movement of Licensee during the journey and utilizing the Data to determine a route, where such Data are contained within a device in the case of a software product, and/or accessed remotely by a device in the case of an on-demand service. Where the software product utilizes Data supplied separately by Esri, then the Navigation Products shall include the data pack (means the Data supplied separately by Esri which are to be used with a software product and which is capable of being used with a device).

- 1. The Navigation Product cannot be used to generate paper plots larger than A4 (625 cm2);
- 2. The Navigation Product shall be restricted to Licensee's use only.
- 3. Paper plots generated from a Navigation Product shall be restricted to Licensee's use with no right to transfer the same to third parties; and
- 4. No printing is permitted.

D. Specific Restrictions for Internet Use

- 1. Searches by Name or Reverse-Searches by Telephone Number
 - a. The Value-Added Package may provide information as a result of any search by any End User that includes a business name or telephone number. Nationwide searches and statewide searches within a business category shall be limited by amount, geography, or both.

- b. In response to a search by name or phone number, the Value-Added Package will display a "Page" of listings of businesses with the same or similar names which show name, street address, city, state, phone number, and infoUSA number (no ZIP code). Each such listing on that Page is hereinafter referred to as a "Listing." An End User may click on a Listing (displayed without ZIP code) in order to view a Page showing a single record that includes a ZIP code. Each such record is hereinafter referred to as a "Record."
 - c. No page shall show more than ten (10) Listings and no more than five (5) Pages shall be displayed in a single search session.
 - d. Licensee shall not download or print more than fifty (50) Listings in sequence.
 - e. Other than is necessary for Licensee to access and view infoUSA data as described and intended herein, Licensee shall not download or print more than fifty (50) Listings in sequence.
2. Searches by Business Category
- a. The Value-Added Package may limit information resulting from an End Users search to one (1) business category or one (1) geographical location. Nationwide searches and statewide searches within a business category shall be limited by amount, geography, or both.
 - b. In response to a search by a business category, the Value-Added Package will display a Page of listing of businesses which show business name, street address, city, state, phone number and infoUSA number (no ZIP code). Each such listing is hereinafter referred to as a "Listing." An End User may click on a Listing (displayed without ZIP code) in order to view one business record on a Page which includes ZIP code. Each such record is hereinafter referred to as a "Record."
 - c. No Page shall show more than ten (10) Listings and no more than five (5) Pages shall be displayed in a single search session.
 - d. Licensee shall not download or print more than fifty (50) Listings in a sequence..
 - e. Other than is necessary for Developers and End Users to access and view infoUSA data as described intended herein, Licensee shall not download or print more than fifty (50) Listings in sequence.

04/14/2009

-END-

XLV. MapQuest Platform Terms of Use

Get MapQuest AppKey

Community Edition License Agreement

1. **INTRODUCTION.** MapQuest has been helping people find places and get maps and directions for over 40 years. We make the MapQuest APIs, our Open Services (as described at <http://open.mapquestapi.com/>), Community Accounts and other developer services (in short, the "MapQuest Services"), along with the maps, driving directions and other content delivered through the MapQuest Services (the "MapQuest Content"), available without charge to encourage developers to use these services and content in developing their applications and websites. We want you to be creative and build awesome applications and websites that thrill your users. All we ask is that you comply with the terms that are included in these Terms of Use.

We will provide the developer community at-large with support in various forms, such as forums, blog posts or FAQs. Since we're providing the MapQuest Services for free, we don't provide individual technical support or warranties for the Community Services, but if you want to receive technical support and warranties, we have a product for you. Please check out our [MapQuest Platform Services Enterprise Edition](#) and learn more about the services we will provide for reasonable fees.

If you choose to use any of the MapQuest Services or if you set up a Community Account, you are agreeing to abide by these Terms of Use and are forming an agreement between yourself and MapQuest, Inc. ("MapQuest"). If you do not want to abide by these Terms of Use, then don't use the MapQuest Services.

2. LICENSES FROM MAPQUEST TO YOU.

2.1. MapQuest Services License. MapQuest grants you a non-exclusive, non-assignable, non-sublicensable, revocable limited license to use the MapQuest Services during the Term of these Terms of Use as provided by MapQuest in the manner permitted in these Terms of Use.

2.2. MapQuest Content License. MapQuest grants you a non-exclusive, non-assignable, non-sublicensable, revocable limited license access, use, publicly perform and publicly display the MapQuest Content as the MapQuest Content is provided through the MapQuest Services and in the manner permitted by these Terms of Use.

3. GENERAL RESTRICTIONS, ADDITIONAL LEGAL NOTICE, RESERVATION OF RIGHTS.

3.1. Restrictions. Except as expressly authorized by MapQuest, You must not:

- decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code from the MapQuest Services or MapQuest Content, other than the Open Services;
- interfere or disrupt MapQuest servers or networks, or disobey any network access or security requirements, policies, procedures or regulations of MapQuest (including the enabling of any viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots, adware, spyware or other computer programming routines designed or intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information);
- use the MapQuest Services as a means to engage in conduct that reflects poorly upon, disparages or devalues MapQuest's reputation or goodwill, as determined in MapQuest's sole discretion;
- use the MapQuest Services, other than the Open Services, in conjunction with any commercial application not publicly available without charge (other than mobile applications for which users pay a fee to download/install the application). If your application does not fit this criteria and you would like to discuss additional options for using the MapQuest Services please contact info@mapquest.com;
- use the MapQuest Services, other than the Open Services, to process or generate data for any third party (other than for end users as expressly permitted hereunder);
- use the MapQuest Services with any content or product that falsely expresses or implies that such content or product is sponsored or endorsed by MapQuest;
- use the MapQuest Services in conjunction with a site or application which contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age;

3.2. Additional Legal Requirements. In addition to the restrictions set forth in Section 3.1, your use of the MapQuest Services and MapQuest Content is subject to the [Additional Legal Requirements](#) which are incorporated and made a part of these Terms of Use. Please read the Additional Legal Requirements carefully as they include usage limits and additional restrictions that may impact your plans for development.

3.3. Reservation of Rights. MapQuest reserves all rights not expressly granted in these Terms of Use and you may not use the MapQuest Services or MapQuest Content in any manner not expressly authorized in these Terms of Use.

- 4. LICENSE FROM YOU TO MAPQUEST.** If you upload any data, feedback, ideas, suggestions, content, points of interest (including any points of interest that include Trademarks) or other material to MapQuest (collectively "Your Content"), you hereby grant MapQuest a perpetual, worldwide, non-exclusive, royalty-free license to access, archive, reproduce, publicly display, translate, modify the format or the display of, distribute, transmit, stream, cache, overlay, seam, perform, sublicense, and otherwise use Your Content with or without attribution and without financial obligation, in whole or in part, via any method for any purpose. MapQuest makes no assertion of ownership over Your Content, and you retain all intellectual property rights to Your Content, subject to the license you grant to MapQuest above.

5. **MODIFICATIONS TO THESE TERMS OF USE AND THE SERVICES.** MapQuest reserves the right to change or modify these Terms of Use, the MapQuest Services and/or the MapQuest Content. Please check these Terms of Use, including the [Additional Legal Requirements](#) periodically for changes. Your continued use of the MapQuest Services or MapQuest Content following the posting of any changes to the Terms of Use constitutes acceptance of those changes.
6. **TERMINATION.** MapQuest may terminate these Terms of Use and/or the provision of the MapQuest Services or MapQuest Content at any time, for any reason, with or without notice.
7. **PRIVACY POLICY AND END USER TERMS.**
 - 7.1. **Privacy Policy.** MapQuest's collection and use of personally identifiable information is governed by the AOL Network Privacy Policy, available at http://about.aol.com/aolnetwork/aol_pp.
 - 7.2. **End User Terms.** End users shall only be entitled to use the MapQuest Services and MapQuest Content if they accept the then current end user Terms of Use located at <http://info.mapquest.com/terms-of-use/>. MapQuest reserves the right to amend and/or replace these terms and the form and manner of presentation. You must provide a hypertext link at the bottom of each page in your website or application where the MapQuest Services or MapQuest Content can be viewed or accessed, or within the terms of use of your application or website, to the end user terms of use.
8. **ACCESS AND USAGE DATA.**
 - 8.1. **Credentials.** MapQuest, at its discretion, may require you to create an account and obtain an access key and other related credentials (collectively "Credentials") to use the MapQuest Services or certain aspects of the MapQuest Services. You are responsible for maintaining the confidentiality of your Credentials and for any usage or abuse of the MapQuest Services or MapQuest Content by anyone using your Credentials.
 - 8.2. **Usage Data.** MapQuest's servers record information when you visit MapQuest websites or when applications and/or Credentials call or invoke the MapQuest Services. This information may include, without limitation, the URL, IP address, browser type, Credential and access times and dates. MapQuest may use this information to promote, operate, and improve MapQuest services, products and properties.
9. **PROPRIETARY RIGHTS.** You acknowledge and agree the MapQuest Services and MapQuest Content are works for purposes of copyright law, and embody valuable, confidential, trade secret information of MapQuest, the development of which required the expenditure of substantial time and money. As between MapQuest and You, MapQuest retains exclusive ownership of any and all rights, title and interest (including all intellectual property rights) in the MapQuest Services and MapQuest Content, and you shall not acquire any rights, express or implied, in the foregoing by virtue of these Terms of Use other than otherwise expressly set forth. For purposes of these Terms of Use, the term "Trademarks" means all trademarks, trade names, service marks, logos, domain names, along with any other distinctive brand features of MapQuest or its suppliers. All use by You of Trademarks shall inure to the benefit of MapQuest. Further, You shall not (a) display a Trademark as the most prominent element on any page of Your website, application or paper map; (b) display a Trademark in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to MapQuest as determined by MapQuest in its sole discretion; or (c) remove, distort or alter any element of a Trademark.
10. **DISCLAIMER OF WARRANTIES.** THE MAPQUEST SERVICES AND MAPQUEST CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MAPQUEST DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT. MAPQUEST DOES NOT REPRESENT OR WARRANT THAT THE MAPQUEST SERVICES OR CONTENT, OR ANY PORTION THEREOF, IS OR WILL BE FREE OF DEFECTS OR ERRORS (OR THAT ANY SUCH DEFECTS OR ERRORS WILL BE CORRECTED), VIRUS FREE, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MEET YOUR REQUIREMENTS, OR CAPABLE OF BEING INTEGRATED INTO OR WITH YOUR

COMPUTER SYSTEM, APPLICATIONS OR NETWORK. FURTHER, MAPQUEST DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MAPQUEST SERVICES, OR ANY PORTION THEREOF, IN TERMS OF ITS CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, OR OTHERWISE. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. IF THIS EXCLUSION IS HELD UNENFORCEABLE, THEN ALL EXPRESS AND IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF FIFTEEN (15) DAYS AFTER THE EFFECTIVE DATE, AND NO WARRANTIES SHALL APPLY AFTER THAT PERIOD.

11. **LIMITATION ON LIABILITY.** NEITHER MAPQUEST NOR ITS AFFILIATES NOR ANY OF THEIR SUPPLIERS SHALL BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING OUT OF THE POSSESSION OF, ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE MAPQUEST SERVICES OR MAPQUEST CONTENT, OR ANY PORTION, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DATA LOSS, COST OF PROCUREMENT FOR SUBSTITUTE GOODS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF MAPQUEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM OR LIABILITY IS BASED UPON ANY CONTRACT, TORT, BREACH OF WARRANTY OR OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL MAPQUEST'S TOTAL AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE LESSER OF (A) THE TOTAL AMOUNT OF FEES PAID BY YOU TO MAPQUEST UNDER THESE TERMS OF USE FOR THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) FIVE HUNDRED DOLLARS (\$500).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PARTICIPATION IN AND USE OF THE MAPQUEST SERVICES AND MAPQUEST CONTENT IS DONE AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY DAMAGE SUSTAINED TO YOUR COMPUTER SYSTEM, NETWORK OR DATA RESULTING FROM SUCH PARTICIPATION OR USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

12. **INDEMNITY.** You agree to indemnify, defend and hold MapQuest and its affiliates, and each of their officers, directors, employees, agents, co-branders or other partners (as well as each of their suppliers), successors and permitted assigns ("Indemnified Parties") harmless from and against any third party claim or action, including any liability, cost, losses, damages, expenses, and attorney's fees, arising from or in any way related to Your access, use or participation in the MapQuest Services (including claims related to Your Content and any use of the MapQuest Services with software, data, content, systems, or other technology not provided by MapQuest), any violation of these Terms of Use, or any alleged infringement of a patent, copyright, trademark, trade secret, or other intellectual property right. MapQuest shall use good faith efforts to provide you with prompt notice of any such claim or action; provided however, you agree that, upon MapQuest's written request, MapQuest shall control the defense or settlement of any such claim or action and you shall provide reasonable cooperation to MapQuest. You may not settle an indemnifiable claim without obtain MapQuest's prior written consent.
13. **EXPORT RESTRICTIONS.** You agree to comply with all export and import laws and restrictions and regulations of the United States or any foreign agency or authority, and not to export or re-export MapQuest Services or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals.
14. **NOTICES AND TRANSACTING ELECTRONICALLY.** You understand and agree that MapQuest is an online service and that you are transacting with MapQuest electronically. MapQuest shall provide electronic notices by posting them on this website and/or by sending an email to any account associated with your Credentials.
15. **GENERAL PROVISIONS.**

15.1. Entire Agreement. These Terms of Use constitute the entire agreement between MapQuest and You with respect to the subject matter of these Terms of Use, and supersedes all prior agreements, understandings and communications between MapQuest and You with respect to such subject matter. No modification or amendment to these Terms of Use shall be effective unless in writing by MapQuest.

15.2. Choice of Law; Jurisdiction. These Terms of Use are made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (except for its conflicts of laws principles) and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. MapQuest and You expressly agree that exclusive jurisdiction for any claim or dispute relating to or arising out of these Terms of Use resides in the state courts in Loudoun County, Virginia and the federal courts of the Eastern District of Virginia (Alexandria Division) and further agree and expressly consent to the exercise of personal jurisdiction in such state and federal courts of Virginia in connection with any such dispute.

15.3. Severability; Waiver. If any provision in these Terms of Use should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from these Terms of Use if no such modification is possible, and other provisions of these Terms of Use shall remain in full force and effect. A waiver by either MapQuest or You (as applicable) of any term or condition of these Terms of Use or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

15.4. Public Statements. You acknowledge and agree that MapQuest may make any public statements regarding the existence of these Terms of Use or the relationship described herein, without Your consent.

15.5. Survival. Any term or condition of these Terms of Use that by its nature would logically survive termination or expiration of these Terms of Use, including but not limited to protections of proprietary rights, indemnifications, and limitations of liability, shall survive such termination or expiration.

15.6. Independent Contractors. The parties to these Terms of Use are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or otherwise to bind, the other party.

15.7. Equitable Remedies. You acknowledge and agree that monetary damages may be insufficient to compensate MapQuest for an actual or anticipated breach of these Terms of Use by you. You agree that in such circumstances MapQuest shall be entitled to seek equitable remedies (including preliminary and permanent injunctions), in addition to any other remedies available to MapQuest at law or hereunder.

15.8. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the MapQuest Services or these Terms of Use must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

15.9. Consent to Further Contacts. You agree that MapQuest may contact You with respect to these Terms of Use, any other MapQuest products and services, and in relation to any marketing related purposes.

Last Updated: November 1, 2011

-END-

XLVI. License Agreement for OpenStreetMap Data

Attribution-ShareAlike 2.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

1. Definitions

- a. **"Collective Work"** means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.
- b. **"Derivative Work"** means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.
- c. **"Licensor"** means the individual, individual, or entity that offers the Work under the terms of this License.
- d. **"Original Author"** means the individual or entity who created the Work.
- e. **"Work"** means the copyrightable work of authorship offered under the terms of this License.
- f. **"You"** means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.
- g. **"License Elements"** means the following high-level attributes as selected by Licensor and indicated in the title of License: Attribution, ShareAlike.

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

- a. to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;
- b. to create and reproduce Derivative Works;
- c. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;
- d. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works.
- e. For the avoidance of doubt, where the work is a musical composition:
 - i. **Performance Royalties Under Blanket Licenses.** Licensor waives the exclusive right to collect, whether individually via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work.
 - ii. **Mechanical Rights and Statutory Royalties.** Licensor waives the exclusive right to collect, whether individually or via a music rights society or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).
- f. **Webcasting Rights and Statutory Royalties.** For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved.

4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipient's exercise of the rights granted to hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

- b. You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, a later version of this License with the same License Elements as defined in Section 1 above) or any Derivative Works (as defined in Section 1 above) or Collective Works as this License (e.g. Attribution-ShareAlike 2.0 Japan). You must include a copy of, or the Uniform Resource Identifier for, this License or other license specified in the previous sentence with every copy or phonorecord of each Derivative Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.
- c. If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym, if applicable) of the Original Author if supplied; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE MATERIALS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Derivative Works or Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

- a. Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.
- b. Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

-END-

10/14
R2014b