

# Notice

## About this information

The following copyright statements and licenses apply to software components that are distributed with various versions of the Open Systems Snap Vault software products. Your product does not necessarily use all the software components referred to below.

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

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

## Copyrights and licenses

**The following components are subject to the License of Diredt API for Microsoft Visual Studio:**

- ◆ Diredt API for Microsoft Visual Studio v1.9 1.9

Copyright © 2006 Toni Ronkko. All rights reserved.

License for diredt API for Microsoft Visual Studio

Copyright © 2006 Toni Ronkko

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 TONI RONKKO BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

**The following component is subject to the BSD 1.0 License:**

- ◆ Rcndm from the Regents of the University of California 1.23.2.3

Copyright ©1983, 1993, 1994 The Regents of the University of California. All rights reserved.

BSD 1.0

Copyright ©1982, 1986, 1990, 1991, 1993 The Regents of the University of California. All rights reserved.

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

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.

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. 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.

**The following components are subject to the BSD 2.0 License:**

◆ regex

Copyright ©1992 Henry Spencer. All rights reserved.

Copyright ©1992, 1993 The Regents of the University of California. All rights reserved.

◆ GetOpt from Regents of the University of California 1.5

Copyright © 1987, 1993, 1994 The Regents of the University of California. All rights reserved.

BSD 2.0 License:

Copyright © <YEAR>, <OWNER>. All rights reserved.

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

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

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

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

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

LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**NetApp has elected to license the following component under the Brian Gladman Alternate License and the following components are subject to the Brian Gladman Alternate License:**

- ◆ Gladman AES Issue date 24/01/2003  
Copyright © 2002, Dr Brian Gladman <>, Worcester, UK. All rights reserved.
- ◆ Gladman SHA2 HMAC and Key Derivation 01/08/2005 release  
Copyright © 2002, Dr Brian Gladman <>, Worcester, UK. All rights reserved.

Brian Gladman Alternate License

Copyright ©1998-2006, Brian Gladman, Worcester, UK. All rights reserved.

#### LICENSE TERMS

The free distribution and use of this software in both source and binary form is allowed (with or without changes) provided that:

- distributions of this source code include the above copyright notice, this list of conditions and the following disclaimer;
- distributions in binary form include the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other associated materials; the copyright holder's name is not used to endorse products built using this software without specific written permission.

ALTERNATIVELY, provided that this notice is retained in full, this product may be distributed under the terms of the GNU General Public License (GPL), in which case the provisions of the GPL apply INSTEAD OF those given above.

#### DISCLAIMER

This software is provided 'as is' with no explicit or implied warranties in respect of its properties, including, but not limited to, correctness and/or fitness for purpose.

**The following component is subject to the Eric Young Implementation License:**

- ◆ OpenSSL - Eric Young contribution  
Copyright ©1995-1997,1995-1998 Eric Young (eay@cryptsoft.com). All rights reserved.

Eric Young Implementation License:

Copyright© 1995-1998 Eric Young (eay@cryptsoft.com) All rights reserved.

This package is an SSL implementation written by Eric Young (eay@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:

Redistributions of source code must retain the 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. All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes software written by Eric Young (eay@cryptsoft.com)" 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 publicly 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.] The reason behind this being stated in this direct manner is past experience in code simply being copied and the attribution removed from it and then being distributed as part of other packages. This implementation was a non-trivial and unpaid effort.

**The following component is subject to the Groupe Bull (BSD 2.0) License:**

- ◆ XPM Library - Arnaud Le Hors 3.4a

Copyright ©1989-95 GROUPE BULL . All rights reserved.

Groupe Bull (BSD 2.0) License:

Copyright © 1989-95 GROUPE BULL

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 GROUPE BULL 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 GROUPE BULL shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from GROUPE BULL. Arnaud LE HORS BULL Research FRANCE -- Koala Project (XPM - X

Pixmap format version 2 & 3) Internet: lehors@sophia.inria.fr Surface Mail: Arnaud LE HORS,  
INRIA - Sophia Antipolis, 2004, route des Lucioles, 06565 Valbonne Cedex -- FRANCE Voice phone:  
(33) 93.65.77.71, Fax: (33) 93 65 77 66, Telex: 97 00 50 F

**The following component is subject License for MD5 Message Digest Algorithm:**

- ◆ MD5 Message Digest Algorithm 1.1.6.1 2005/08/30 14:10:36

Copyright © 1991-2, RSA Data Security, Inc. Created 1991. All rights reserved.

Copyright ©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. MD5 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. MD5 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.

**The following component is subject to the License for Microsoft SystemState Document:**

- ◆ Microsoft SystemState Document 1.2.5

**END-USER LICENSE AGREEMENT FOR ACME SOFTWARE**

**IMPORTANT READ CAREFULLY:** This ACME End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and ACME Corporation for the ACME software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by ACME. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund.

**SOFTWARE PRODUCT LICENSE**

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.

**GRANT OF LICENSE.** This EULA grants you the following rights:

**Applications Software.** You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the SOFTWARE PRODUCT, or any prior version for the same operating system, on a single computer, workstation, terminal, handheld PC, pager, "smart phone," or other digital electronic device ("COMPUTER"). The primary user of the COMPUTER on which the SOFTWARE PRODUCT is installed may make a second copy for his or her exclusive use on a portable computer.

**Reservation of Rights.** All rights not expressly granted are reserved by ACME.

**DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

Not for Resale Software. If the SOFTWARE PRODUCT is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, your use of the SOFTWARE PRODUCT is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law.

Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one COMPUTER.

Trademarks. This EULA does not grant you any rights in connection with any trademarks or service marks of ACME.

Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.

Support Services. ACME may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the ACME policies and programs described in the user manual, in "online" documentation, and/or in other ACME-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 EULA.

Software Transfer. The initial licensee of the SOFTWARE PRODUCT may make a one-time permanent transfer of this EULA and SOFTWARE PRODUCT only directly to an end user. This transfer must include all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE PRODUCT.

Termination. Without prejudice to any other rights, ACME may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, 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 ACME or its suppliers. All title and intellectual property rights in and to the content that may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this SOFTWARE PRODUCT contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

BACKUP COPY. After installation of one copy of the SOFTWARE PRODUCT pursuant to this EULA, you may keep the original media on which the SOFTWARE PRODUCT was provided by ACME solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, you may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.

U.S. GOVERNMENT RESTRICTED RIGHTS. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

EXPORT RESTRICTIONS. This SOFTWARE PRODUCT has been classified by the US Government as exportable under License Exception TSU. Therefore the following terms apply: You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the Restricted Components), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

#### MISCELLANEOUS

This EULA is governed by the laws of the Commonwealth of Massachusetts and the United States of America.

#### LIMITED WARRANTY

ACME warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by ACME shall be substantially as described in applicable written materials provided to you by ACME, and ACME support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. ACMEs and its suppliers entire liability and your exclusive remedy shall be, at ACMEs option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet ACMEs Limited Warranty and which is returned to ACME with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACME AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

**LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, in no event shall ACME 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 PRODUCT or the provision of or failure to provide Support Services, even if ACME has been advised of the possibility of such damages. In any case, ACME's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT or U.S. \$5.00; provided, however, if you have entered into a ACME Support Services Agreement, ACME's entire liability regarding Support Services shall be governed by the terms of that agreement. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

**The following component is subject to the License for OpenSSL - Eric Young and Tim Hudson Contributions:**

◆ **OpenSSL - Eric Young and Tim Hudson Contributions**

Copyright © 1995-1998 Eric Young (eay@cryptsoft.com). All rights reserved.

License for OpenSSL - Eric Young and Tim Hudson Contributions:

Copyright © 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 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 component is subject to the License for OpenSSL - Gertjan van Oosten's Contribution:**

◆ OpenSSL - Gertjan van Oosten's Contribution

Copyright © Microsoft Corp. 1993. All rights reserved.

License for OpenSSL - Gertjan van Oosten's Contribution:

Created 960901 by Gertjan van Oosten, gertjan@West.NL, West Consulting B.V. Code adapted from the original copyright message is:

© Copyright Microsoft Corp. 1993. All rights reserved.

You have a royalty-free right to use, modify, reproduce and distribute the Sample Files (and/or any modified version) in any way you find useful, provided that you agree that Microsoft has no warranty obligations or liability for any Sample Application Files which are modified.

**The following component is subject to the License for OpenSSL - nCipher:**

◆ OpenSSL - nCipher

Copyright © 1998-2000 nCipher Corporation Limited. All rights reserved.

◆ OpenSSL::RSAkey

Copyright © 1998-2000 nCipher Corporation Limited. All rights reserved.

License for OpenSSL - nCipher:

This file is Copyright 1998-2000 nCipher Corporation Limited.

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

IN NO EVENT SHALL NCIPHER CORPORATION LIMITED ('NCIPHER') AND/OR ANY OTHER AUTHORS OR DISTRIBUTORS OF THIS FILE BE LIABLE for any damages arising directly or indirectly from this file, its use or this licence. Without prejudice to the generality of the foregoing: all liability shall be excluded for direct, indirect, special, incidental, consequential or other damages or any loss of profits, business, revenue goodwill or anticipated savings; liability shall be excluded even if nCipher or anyone else has been advised of the possibility of damage. In any event, if the exclusion of liability is not effective, the liability of nCipher or any author or distributor shall be limited to the lesser of the price paid and 1,000 pounds sterling. This licence only fails to exclude or limit liability for death or personal injury arising out of negligence, and only to the extent that such an exclusion or limitation is not effective. NCIPHER AND THE AUTHORS AND DISTRIBUTORS SPECIFICALLY DISCLAIM ALL AND ANY WARRANTIES (WHETHER EXPRESS OR

IMPLIED), including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, and/or non-infringement of any third party rights. US Government use: This software and documentation is Commercial Computer Software and Computer Software Documentation, as defined in sub-paragraphs (a)(1) and (a)(5) of DFAR 252.227-7014, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation." Use, duplication or disclosure by the Government is subject to the terms and conditions specified here. By using or distributing this file you will be accepting these terms and conditions, including the limitation of liability and lack of warranty. If you do not wish to accept these terms and conditions, DO NOT USE THE FILE. The actual dynamically loadable plugin, and the library files for static linking, which are also provided in some distributions, are not covered by the licence described above. You should have received a separate licence with terms and conditions for these library files; if you received the library files without a licence, please contact nCipher.

**The following component is subject to the License for OpenSSL - Partial contribution from Sun Microsystems:**

◆ OpenSSL - Partial contribution from Sun Microsystems

Copyright © 2002 Sun Microsystems, Inc. All rights reserved.

License for OpenSSL - Partial contribution from Sun Microsystems:

Copyright 2002 Sun Microsystems, Inc. ALL RIGHTS RESERVED.

Portions of the attached software ("Contribution") are developed by SUN MICROSYSTEMS, INC., and are contributed to the OpenSSL project. The Contribution is licensed pursuant to the OpenSSL open source license provided above. The elliptic curve binary polynomial software is originally written by Sheueling Chang Shantz and Douglas Stebila of Sun Microsystems Laboratories.

**The following component is subject to the License for OpenSSL - Richard Levitte's Contribution:**

◆ OpenSSL - Richard Levitte's Contribution

Copyright © 2004, Richard Levitte <richard@levitte.org> . All rights reserved.

License for OpenSSL - Richard Levitte's Contribution:

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 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.

**The following component is subject to the License for OpenSSL - SUN MICROSYSTEMS Contribution:**

◆ OpenSSL - SUN MICROSYSTEMS Contribution

Copyright © 2002 Sun Microsystems, Inc. All rights reserved.

License for OpenSSL - SUN MICROSYSTEMS Contribution:

Copyright 2002 Sun Microsystems, Inc. ALL RIGHTS RESERVED.

ECDH support in OpenSSL originally developed by SUN MICROSYSTEMS, INC., and contributed to the OpenSSL project.

**The following component is subject to the License for OpenSSL - KISA contribution (Korea Information Security Agency):**

◆ OpenSSL - KISA contribution (Korea Information Security Agency)

Copyright © 2007 KISA(Korea Information Security Agency). All rights reserved.

License for OpenSSL - KISA contribution (Korea Information Security Agency):

Copyright © 2007 KISA(Korea Information Security Agency). 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. Neither the name of 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 AUTHOR 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 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 following components are subject to the Microsoft Platform SDK License:**

◆ Microsoft Platform SDK 2/1/2003

Copyright © 2005 Microsoft Corporation. All rights reserved.

◆ Windows Server 2003 SP1 DDK 2003SP1

Copyright © 2005 Microsoft Corporation. All rights reserved

◆ Windows Server 2003 SP1 DDK 3790.183

Copyright © 2005 Microsoft Corporation. All rights reserved

END-USER LICENSE AGREEMENT MICROSOFT PLATFORM SOFTWARE DEVELOPMENT KIT

**IMPORTANT - READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). An amendment or addendum to this EULA may accompany the SOFTWARE PRODUCT. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

**GRANT OF LICENSE.** Microsoft grants you the following rights provided you comply with all terms and conditions of this EULA:

**SOFTWARE PRODUCT.** You may install and use an unlimited number of copies of the SOFTWARE PRODUCT on computers, including workstations, terminals or other digital electronic devices residing on your premises ("Computers") to design, develop, and test your software application(s) ("Application") for use with any version or edition of Microsoft Windows 95, Windows 98, Windows NT 4.0, Windows 2000 operating system products and/or any version or edition of any Microsoft operating system product that is a successor to the foregoing and/or any Microsoft product suite that contains any of the foregoing (each a "Microsoft Operating System Product").

**Sample Code.** You may modify the sample source code located in the SOFTWARE PRODUCT's "samples" directories ("Sample Code") to design, develop, and test your Application solely for use with a Microsoft Operating System Product. You may also reproduce and distribute the Sample Code in object code form along with any modifications you make to the Sample Code, provided that you comply with the Distribution Terms described below. For purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code.

**Redistributable Code.**

Portions of the SOFTWARE PRODUCT are designated as "Redistributable Code." The text file, \LICENSEREDIST.TXT, lists the Redistributable code and describes distribution rights associated with the Redistributable Code, subject further to the Distribution Terms specified below.

**Distribution Terms.** You may reproduce and distribute an unlimited number of copies of the Sample Code and/or Redistributable Code (collectively "Redistributable Components") as described above in object code form, provided that you distribute the Redistributable Components only in conjunction with and as a part of your Application solely for use with a Microsoft Operating System Product; your Application adds significant and primary functionality to the Redistributable Components; you distribute your Application containing the Redistributable Components pursuant to an End-User License Agreement (which may be "break-the-seal", "click-wrap" or signed), with terms no less protective than those contained herein; you do not permit further redistribution of the Redistributable Components by your end-user customers; you do not use Microsoft's name, logo, or trademarks to market your Application; you include a valid copyright notice on your Application; and you agree to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application. Contact Microsoft for the applicable licensing terms for all other uses and/or distribution of the Redistributable Components.

**Reservation of Rights.** Microsoft reserves all rights not expressly granted to you in this EULA.

**Pre-release code.** The SOFTWARE PRODUCT may contain prerelease code that is not at the level of performance and compatibility of the final, generally available, product offering. These portions of the SOFTWARE PRODUCT may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the SOFTWARE

PRODUCT commercially available. Microsoft grants you the right to distribute test version of your Application created using the PRERELEASE CODE provided you comply with the Distribution Requirements described in Section 1 and the following additional provisions: you must mark the test version of your Application "BETA" and you are solely responsible for updating your customers with versions of your Application that operate satisfactorily with the final commercial release of the PRERELEASE CODE. CONFIDENTIALITY OF PRERELEASE CODE. The PRERELEASE CODE, including its features, is proprietary and confidential information to Microsoft and its suppliers. you agree not to disclose or provide the PRERELEASE CODE, documentation, or any information relating to the PRERELEASE CODE (including features or the results of use or testing) to any third party except as expressly provided herein without Microsoft's express written permission. However, you may disclose confidential information in accordance with judicial or other governmental order, provided you shall give Microsoft reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. You shall not be liable to Microsoft for such information which you can prove is already known to you; becomes publicly known through no wrongful act of you; is rightfully received from a third party without similar restriction and without breach of this Agreement; or is independently developed by you. This provision shall survive the termination or expiration of this Agreement.

TRANSFER - Internal. You may move the SOFTWARE PRODUCT to a different Computer. Transfer to Third Party. The initial user of the SOFTWARE PRODUCT may make a one-time transfer of the SOFTWARE PRODUCT to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred SOFTWARE PRODUCT must agree to all the EULA terms. No Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.

LIMITATION ON REVERSE ENGINEERING, DECOMPILE, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

TERMINATION. Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts. CONSENT TO USE OF DATA. You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the SOFTWARE PRODUCT. Microsoft agrees not to use this information in a form that personally identifies you. NOT FOR RESALE SOFTWARE. SOFTWARE PRODUCT identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.

ACADEMIC EDITION SOFTWARE. To use SOFTWARE PRODUCT identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.

EXPORT RESTRICTIONS. You acknowledge that the SOFTWARE PRODUCT is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCT, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see {<http://www.microsoft.com/exporting>}.

DISCLAIMER OF WARRANTIES. To the maximum extent permitted by applicable law, Microsoft and its suppliers provide to you the SOFTWARE PRODUCT, and any (if any) support services relating to the SOFTWARE PRODUCT ("Support Services") AS IS AND WITH ALL FAULTS; and Microsoft and its suppliers hereby disclaim with respect to the SOFTWARE PRODUCT and Support

Services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. ALSO THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT AND ANY SUPPORT SERVICES REMAINS WITH YOU.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE SUPPORT SERVICES, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Microsoft and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

U.S. GOVERNMENT LICENSE RIGHTS. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

APPLICABLE LAW. If you acquired this SOFTWARE PRODUCT in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this SOFTWARE PRODUCT in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this SOFTWARE PRODUCT was acquired outside the United States, then local law may apply.

ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the SOFTWARE PRODUCT) are the entire agreement between you and Microsoft relating to the SOFTWARE PRODUCT and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWARE PRODUCT or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

The SOFTWARE PRODUCT is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold.

Si vous avez acquis votre PRODUIT LOGICIEL Microsoft au CANADA, la garantie limitée suivante vous concerne :

DENI DE GARANTIE. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MICROSOFT ET SES FOURNISSEURS VOUS FOURNISSENT LE PRODUIT LOGICIEL ET LES SERVICES DE SOUTIEN TECHNIQUE POUR LE PRODUIT LOGICIEL (LES "SERVICES DE SOUTIEN"), LE CAS ECHEANT, TEL QUEL ET AVEC TOUS LES DEFANTS; MICROSOFT ET SES FOURNISSEURS, PAR LES PRESENTES, DENIENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, RELATIVEMENT AU PRODUIT LOGICIEL ET AUX SERVICES DE SOUTIEN, NOTAMMENT (LE CAS ECHEANT) LES GARANTIES, DEVOIRS OU CONDITIONS DE, OU EN MATIERE DE, QUALITE MARCHANDE, D'ADAPTATION A UN USAGE PARTICULIER, D'ABSENCE DE VIRUS, D'EXACTITUDE OU D'EXHAUSTIVITE DES REPONSES, DES RESULTATS, DES EFFORTS DEPLOYES SELON LES REGLES DE L'ART ET D'ABSENCE DE NEGLIGENCE. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE, DEVOIR OU CONDITION QUANT AU TITRE DE PROPRIETE, A LA JOUISSANCE OU A LA POSSESSION PAISIBLE, A LA CONCORDANCE A UNE DESCRIPTION NI QUANT A UNE ABSENCE DE CONTREFACON CONCERNANT LE PRODUIT LOGICIEL OU LES SERVICES DE SOUTIEN. VOUS ACCEPTEZ TOUS LES RISQUES RELATIVEMENT A L'UTILISATION DU PRODUIT LOGICIEL ET DES SERVICES DE SOUTIEN DE MEME QUE RELATIVEMENT A LA PERFORMANCE DU PRODUIT LOGICIEL ET A LA PRESTATION DES SERVICES DE SOUTIEN.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPECIAUX, ACCESSOIRES, INDIRECTS OU CONSECUTIFS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES A L'EGARD DE LA PERTE DE PROFITS OU A LA PERTE DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE L'INTERRUPTION DES AFFAIRES, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVEE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NEGLIGENCE ET DE TOUTE AUTRE PERTE PECUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIERE QUE CE SOIT A L'UTILISATION DU PRODUIT LOGICIEL OU A L'INCAPACITE DE S'EN SERVIR, A LA PRESTATION OU A L'OMISSION D'UNE PRESTATION DES SERVICES DE SOUTIEN OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE CE CLUF, OU RELATIVEMENT A UNE TELLE DISPOSITION, MEME EN CAS DE FAUTE, DE DELIT CIVIL (Y COMPRIS LA NEGLIGENCE, DE RESPONSABILITE STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR, ET CE MEME SI MICROSOFT OU TOUT FOURNISSEUR A ETE AVISE DE LA POSSIBILITE DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITE ET RECOURS. MALGRE LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, TOUS LES DOMMAGES SUS-MENTIONNES ET TOUS LES DOMMAGES DIRECTS OU GENERAUX), L'OBLIGATION INTEGRALE DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE CE CLUF ET VOTRE RECOURS EXCLUSIF A L'EGARD DE TOUT DE QUI PRECEDE SE LIMITENT AUX DOMMAGES REELS QUE VOUS AVEZ SUBIS EN VOUS FONDANT SUR UNE EXPECTATIVE RAISONNABLE, JUSQU'AU PLUS ELEVE ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ REELLEMENT PAYE POUR LE PRODUIT LOGICIEL OU \$5.00 U.S. LES LIMITES, EXCLUSIONS ET DENIS QUI PRECEDENT S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES MEME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL. La presente Convention est regie par les lois de la province d'Ontario, Canada. Chacune des parties a la presente reconnait irrevocablement la competence des tribunaux de la province d'Ontario et consent a instituer tout litige qui pourrait decouler de la presente aupres des tribunaux situes dans le district judiciaire de York, province d'Ontario.

Au cas ou vous auriez des questions concernant cette licence ou que vous desiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou ecrivez a : Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

**The following component is subject to the OpenIB BSD License:**

- ◆ OpenSSL - Contribution from Bob Beck, Theo de Raadt, Markus Friedl

Copyright© 2002 Bob Beck <beck@openbsd.org>. All rights reserved.

Copyright © 2002 Theo de Raadt, Markus Friedl. All rights reserved.

**OpenIB BSD License:**

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.

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

**The following component is subject to the License of OpenSSL - Bodo Moeller:**

- ◆ OpenSSL - Free Software

Copyright © 1999 Bodo Moeller. All rights reserved.



NetApp Chooses the license that is not the GPL (second choice). License Name: License for OpenSSL - Free Software This is free software; you can redistribute and/or modify it under the terms of either - the GNU General Public License as published by the Free Software Foundation, version 1, or (at your option) any later version, or - the following license: /\* Redistribution and use in source and binary forms, with or without modification, are permitted provided that each of the following conditions is met:

1. Redistributions qualify as "freeware" or "Open Source Software" under one of the following terms: (a) Redistributions are made at no charge beyond the reasonable cost of materials and delivery. (b) Redistributions are accompanied by a copy of the Source Code or by an irrevocable offer to provide a copy of the Source Code for up to three years at the cost of materials and delivery. Such redistributions must allow further use, modification, and redistribution of the Source Code under substantially the same terms as this license.
2. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
3. 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.
4. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by Bodo Moeller." (If available, substitute unlauted o for oe.)
5. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by Bodo Moeller."

THIS SOFTWARE IS PROVIDED BY BODO MOELLER ``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 BODO MOELLER OR HIS 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 components are subject to the OpenSSL Project License:**

- ◆ OpenSSL 0.9.8g  
Copyright © 1995-1997 Eric Young (eay@cryptsoft.com). All rights reserved.
- ◆ OpenSSL - Bodo Moeller's Contribution  
Copyright © 1998-2001 The OpenSSL Project. All rights reserved.
- ◆ OpenSSL - Douglas Stebila's Contribution  
Copyright © 1998-2002 The OpenSSL Project. All rights reserved.
- ◆ OpenSSL - Maurice Gittens Contribution  
Copyright © The OpenSSL Project. All rights reserved.
- ◆ OpenSSL - Nils Larsch's Contribution

Copyright © 2000-2003 The OpenSSL Project. All rights reserved

◆ OpenSSL - NTT Contribution

Copyright © 2006 NTT (Nippon Telegraph and Telephone Corporation). All rights reserved.

◆ OpenSSL - Stephen N Henson's contribution

Written by Dr Stephen N Henson (shenson@bigfoot.com) for the OpenSSL project 1999.

◆ OpenSSL - Tom Titchener's Contribution

Written by Tom Titchener <Tom\_Titchener@groove.net> for the OpenSSL

OpenSSL Project License

OpenSSL License

Copyright © 1998-2001 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:

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.

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/>)"

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](mailto:openssl-core@openssl.org).

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.

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).

**The following component is subject to the RSA MD4 or MD5 Message-Digest Algorithm License:**

- ◆ RSA MD4 message digest algorithm

Copyright © 1990-2, RSA Data Security, Inc. All rights reserved.

**RSA MD4 or MD5 Message-Digest Algorithm License**

License to copy and use this software is granted provided that it is identified as the "RSA Data Security, Inc. MD4 or MD5 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 or MD5 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.

**The following components are subject to the SSLeay License:**

- ◆ OpenSSL - Tim Hudson's Contribution

Copyright © Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). All rights reserved.

- ◆ OpenSSL - Dave Jones Contribution

Copyright © Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). All rights reserved

- ◆ OpenSSL - Gordon Chaffee's Contribution

Copyright © Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). All rights reserved

- ◆ OpenSSL - Jeff Barber's Contribution

Copyright © Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). All rights reserved

- ◆ OpenSSL - Larry Streepy's Contribution

Copyright © Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). All rights reserved

- ◆ OpenSSL - Patrick Powell's Contribution

Copyright © Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). All rights reserved

- ◆ OpenSSL - Steven Schoc's Contribution

Copyright © Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). All rights reserved

- ◆ OpenSSL - Tim Hudson's Contribution

Copyright © Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). All rights reserved

**SSLeay License**

Copyright © 1995-1998 Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). All rights reserved.

This package is an SSL implementation written by Eric Young ([eay@cryptsoft.com](mailto: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 ( [thh@cryptsoft.com](mailto:thh@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:

Redistributions of source code must retain the 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.

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

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 ([thh@cryptsoft.com](mailto:thh@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 component is subject to the zlib/libpng License:**

◆ zlib 1.1.3

Copyright ©1995-1998 Jean-loup Gailly and Mark Adler. All rights reserved.

The zlib/libpng License

Copyright © <year> <copyright holders>

This software is provided 'as-is', without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software. Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.

2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.

3. This notice may not be removed or altered from any source distribution.

**The following component is subject to the NDMP SDK License:**

◆ NDMP SDK 3.2

Copyright © 1997 PDC, Network Appliance. All rights reserved

NDMP SDK License

LICENSE

Description : NDMP SDK license

Copyright © 1997 PDC, Network Appliance. All Rights Reserved.

\$Id: LICENSE,v 1.4 1997/03/12 08:53:35 tim Exp \$

NETAPP AND PDC SOFTWARE LICENSE AGREEMENT FOR NETWORK DATA  
MANAGEMENT PROTOCOL (NDMP) SOFTWARE DEVELOPER'S KIT (SDK)

NOTICE TO USER (THE "LICENSEE"): CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF ALL SOFTWARE AND SOURCE CODE PROVIDED WITH THIS AGREEMENT (THE "SOFTWARE") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. THE TERMS OF THIS AGREEMENT PERTAIN TO THE SOFTWARE PROVIDED WITH THIS AGREEMENT AND ANY SUBSEQUENT VERSIONS RECEIVED, IF ANY, INCLUDING BUT NOT LIMITED TO UPDATES AND ENHANCEMENTS PROVIDED UNDER THE TERMS OF ANY MAINTENANCE AGREEMENT BETWEEN THE PARTIES, UNLESS THE PARTIES HAVE EXECUTED A FORM OF SIGNED LICENSE AGREEMENT WHICH SPECIFICALLY SUPERSEDES THIS LICENSE BY ITS TERMS.

LICENSE GRANT: THE SOFTWARE BEING PROVIDED TO YOU IS LICENSED, NOT SOLD. NETAPP AND PDC OWN ALL COPIES OF THE LICENSED ITEMS, INCLUDING BACKUP AND ARCHIVAL COPIES. YOU, THE LICENSEE, ONLY HAVE THE LIMITED RIGHTS EXPRESSLY GRANTED TO YOU UNDER THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT.

NetApp and PDC grant to you (either as an individual or entity) a limited, nontransferable, nonexclusive license to the SOFTWARE. The term of this license will be for the duration of NetApp and PDC's copyright in the SOFTWARE.

Distribution of the SOFTWARE is permitted only through the website, [www.ndmp.org](http://www.ndmp.org). The user registers online and downloads the SOFTWARE. The SOFTWARE may be used at no charge, except by developers using the software for developing commercial products, or users requiring technical support in twelve month increments.

Developers using the SOFTWARE for developing commercial products and/or users requiring technical support will be required to pay a license and support fee before shipping product developed using the SOFTWARE or before technical support commences. You may transfer the SOFTWARE in executable form only if the SOFTWARE is compiled into your commercial product. You agree that any copies of the SOFTWARE will contain the same proprietary notices which appear on and in the SOFTWARE. The SOFTWARE is provided as is. Support is limited to bug fixes, if and when available, and the right to submit email bug reports to [ndmp-admin@ndmp.org](mailto:ndmp-admin@ndmp.org). Copyright: You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You

further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of NetApp and PDC, and you will not acquire any rights to the SOFTWARE except as expressly set forth herein.

**No Warranties:** NETAPP AND PDC DO NOT WARRANT THAT THE SOFTWARE IS ERROR FREE. NETAPP AND PDC EXPRESSLY EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, IN RELATION TO THE SOFTWARE (AND ANY SERVICES RENDERED TO SUPPORT THE SOFTWARE), INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Severability:** In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

**No Liability for Consequential Damages:** IN NO EVENT SHALL NETAPP OR PDC BE LIABLE TO YOU FOR ANY INTERRUPTION OF BUSINESS, LOST PROFITS OR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SOFTWARE, EVEN IF NETAPP OR PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL DAMAGES. IN NO EVENT WILL NETAPP'S OR PDC'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU.

**Export:** You agree that you will not export or re-export the SOFTWARE without the appropriate United States or foreign government licenses.

**Governing Law:** This Agreement shall be construed in accordance with the laws of the State of California as they are applied to agreements between California residents entered into and to be performed entirely within California. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. **U.S. Government Rights:** If this software is acquired under the terms of: a DoD contract: pursuant to 48 CFR 227.7202-2 and its successors, use, duplication, or disclosure by the Government is subject to restrictions as set forth in this Agreement; or a Civilian agency contract: Pursuant to 48 CFR 12.212 and its successors, use, reproduction, or disclosure is subject to the restrictions set forth in this Agreement.

Unpublished - rights reserved under the copyright laws of the United States.

Contractor/Manufacturer: Network Appliance PDC

2770 San Thomas Expressway 1002 W. 9th Avenue

Santa Clara, CA 95051 King of Prussia, PA 19406

**Entire Agreement:** This is the entire agreement between you and NetApp and PDC which supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. Should you have any questions concerning this Agreement, or if you desire to contact NetApp or PDC for any reason, please write:

Network Appliance PDC

2770 San Thomas Expressway 1002 W. 9th Avenue

Santa Clara, CA 95051 King of Prussia, PA 19406

Revised March 5, 1997

**The following component is subject to the agreement between BakBone Software, Inc and NetApp:**

◆ OSSV - BakBone

Copyright © 2001 BakBone Software Ltd. All rights reserved.

The agreement being referred is the June 29, 2009 Intellectual Property Transfer and License agreement between BakBone Software, Inc and NetApp.

This component has been created to keep track of copyright notices inserted by BakBone themselves. Though all of the code is from BakBone, they have not had the habit of putting any copyright notices in their files. There are just 1 or 2 files with such matches. This component is just to identify those copyright notices separately.

The copyright string is --Copyright © 2001 BakBone Software Ltd

OSSV has bought the original source from BakBone. The purchase agreement is available with the legal team in their database.

**The following component is subject to the License for X-Designer:**

X-Designer

The copyright text is from the web-page <http://www.ist.co.uk/LEGAL/copyright.html>

Copyright 1995 - 2009 IST Limited, PO Box 3558, Wokingham, RG40 9FT, UK. All rights reserved. Copyright in this/these document(s) is owned by IST Limited and/or Pacific Imperial Inc. Any person is hereby authorized to view, copy, print, and distribute this/these document(s) subject to the following conditions: Any copy of this/these document(s) or portion thereof must include this copyright notice.

1. This software package including the user manual and any associated documentation ("the Licensed Software") is supplied under licence from IST Limited of PO Box 3558, Wokingham, RG40 9FT, United Kingdom ("IST"), upon the following terms and conditions which you are deemed to have accepted by installing the Licensed Software, thereby becoming the Licensee of the Licensed Software.
2. All copyrights, title and other intellectual property rights in the Licensed Software are owned by IST and its licensors. IST is authorised to permit the Licensee to load the Licensed Software onto a computer and use the Licensed Software subject to the terms and conditions set out below.

**3. CONDITIONS OF USE**

**1. You may:**

- a. use the Licensed Software in connection with the computer system and for the number of users and purpose specified by IST or the Licensed Software supplier.
- b. make back-up copies of the Licensed Software (but not the user manual or associated documentation) solely for back-up purposes provided that you reproduce all copyright notices, trade marks, legends and logos on the back-up copies and maintain an accurate record of the location of the back-up copies.

**2. You may not:**

- a. permit the use of the Licensed Software by more than the specified number of users.
- b. make copies of the Licensed Software except for security back-up purposes.
- c. make copies of the user manual or associated documentation.
- d. distribute, transfer, loan, rent, assign, lease or sub-license the Licensed Software or any copy or any part of it to anyone else.
- e. alter or adapt the Licensed Software by reverse engineering, decompiling or disassembling it or otherwise.

f. remove any copyright notice, trade mark, legend, logo or product identification from the Licensed Software or the back-up copies.

3. Educational Licensees may only use the Licensed Software as a teaching aid or in connection with students' course work or Research which is not funded commercially or by government organizations.

4. Personal Use Licensees may only use the Licensed Software for personal non-commercial non-governmental purposes.

5. If the Licensed Software is provided for Evaluation or Demonstration purposes then it may not be used for any purpose other than to evaluate or demonstrate its functionality.

6. If the Licensed Software is provided to Educational or Personal Use Licensees or provided for Evaluation or Demonstration purposes then it may not be used in connection with any commercial or governmental activity including but not limited to production of software or other products or services which could possibly directly or indirectly generate revenue or which are to be made widely available.

7. The Licensed Software contains technology which is subject to U.S. and U.K. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to comply with all such laws and regulations.

#### 4. TERM

1. The Licence Agreement becomes effective when you first install the Licensed Software.

2. The Licence Agreement will terminate:

- a. if you notify IST, or the Licensed Software supplier, that you wish to terminate the licence.
- b. automatically if you are in breach of or fail to comply with any term or condition herein.
- c. after the time period, if any, specified by IST or the Licensed Software supplier.

3. Upon any termination you must destroy all copies of the Licensed Software and certify to IST that it has been so destroyed. Upon termination you will not be entitled to any refund of money or other consideration paid by you.

#### 5. LIMITED 90 DAY WARRANTY

1. For a period of ninety (90) days from the date on which you receive the Licensed Software, IST or the Licensed Software supplier will, if you discover and notify IST or the Licensed Software supplier of any material physical defect in the media on which the Licensed Software is recorded, replace the defective media free of charge provided that you return (post-paid) to IST or the Licensed Software supplier the defective media stating your name and address and enclosing your dated proof of purchase of the Licensed Software (for example the invoice).

2. The 90 day warranty shall not apply in the event that the Licensed Software media is lost or stolen or has been damaged by accident, misuse, neglect or unauthorised use or modification.

3. Your sole remedy in the event of any defects in the Licensed Software media is limited to replacement of the media under this 90 day warranty unless IST or the Licensed Software supplier is unable to deliver a replacement within 30 days of its return in which case you may terminate the Licence Agreement by destroying and certifying to IST or the Licensed Software supplier destruction of all copies of the Licensed Software and your License Fee will be refunded.

#### 6. LIABILITY



1. IST AND THE LICENSED SOFTWARE SUPPLIER, DISTRIBUTORS AND DEALERS MAKE NO REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE) RELATING TO THE PERFORMANCE, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE OR OTHERWISE AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED.

2. YOU ALONE ARE ABLE TO DETERMINE WHETHER THE SOFTWARE WILL MEET YOUR REQUIREMENTS AND THE ENTIRE RISK AS TO ITS PERFORMANCE IS WITH YOU AND, EXCEPT TO THE EXTENT PROVIDED IN SECTION 5 ABOVE, SHOULD THE SOFTWARE PROVE DEFECTIVE YOU ALONE MUST ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION AND ANY INCIDENTAL OR CONSEQUENTIAL EXPENSES. IN NO EVENT WILL IST, ITS LICENSED SOFTWARE SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR (1) DIRECT, (2) INDIRECT, (3) SPECIAL, (4) INCIDENTAL OR (5) CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR BUSINESS) RESULTING FROM ANY DEFECT AND/OR USE OF THE LICENSED SOFTWARE, EVEN IF IST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, WHETHER DUE TO IST'S NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE.

3. NOTWITHSTANDING THE ABOVE, IF THERE SHOULD ARISE ANY LIABILITY ON THE PART OF IST BY REASON OF THE LICENSING OR USE OF THE LICENSED SOFTWARE OR OTHERWISE, WHETHER DUE TO IST'S NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE SUCH LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE PAID BY YOU FOR THE LICENSE TO USE THE SOFTWARE OR AT THE ELECTION OF IST THE COST OF REPAIR OR REPLACEMENT OF THE DEFECTIVE SOFTWARE BY IST.

4. You shall indemnify IST, its Licensors and the Licensed Software supplier against all claims by third parties (other than claims alleging breach by the Licensed Software, as supplied, of a third party's copyright, patent or other intellectual property rights) arising from the possession or use of the software by you or anyone using it with your consent.

## 7. GENERAL

1. This Licence Agreement is governed by and interpreted in accordance with the laws of England and you agree to submit to the non-exclusive jurisdiction of the English courts.

2. By installing the Licensed Software you acknowledge that you have read this Agreement, understand it and agree to be bound by its terms and conditions.

3. Any representations, modifications or amendments to this Agreement shall be of no force unless contained in a written memorandum from IST and signed by a duly authorised officer of IST.

4. Any party's failure or delay in enforcing any provision hereof will not waive that party's rights.

5. If any provision of this Agreement is found invalid or unenforceable pursuant to any judicial decree or otherwise the remainder of this Agreement shall remain valid and enforceable according to its terms.

6. IST may assign or transfer its rights and obligations under this Agreement without your prior consent.

8. U.S. GOVERNMENT RESTRICTED RIGHTS. The Licensed Products provided under this Agreement are commercial computer software developed exclusively at private expense, and in all respects is proprietary data belonging to Licensor or its suppliers. If the Licensed Products are acquired

by or on behalf of agencies or units of the Department of Defense ("DoD"), then, pursuant to DoD FAR Supplemental Section 227.7202 and its successors (48 C.F.R. 227.7202) the Government's right to use, reproduce or disclose the Licensed Products acquired under this Agreement is subject to the restrictions of this Agreement. If the Licensed Products are acquired by or on behalf of civilian agencies of the U.S. Government, then, pursuant to FAR Section 12.212 and its successors (48 C.F.R. 12.212), the Government's right to use, reproduce or disclose the Licensed Products acquired under this Agreement is subject to the restrictions of this Agreement.