



Notice

About this document

The following copyright statements and licenses apply to software components that are distributed with various versions of the **Clustered Data ONTAP Antivirus Connector** products. Your product does not necessarily use all the software components referred to below.

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

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

215-09814 _A0_ur001 -Copyright 2015 NetApp, Inc. All rights reserved.

Copyrights and licenses

The following component is subject to the Adobe Robohelp

- Adobe RoboHelp - 10.0.0.287

*Copyright© 1998-2003 eHelp® Corporation.All rights reserved.
Copyright 1992-2012*

- Robohelp Auto-Generated Files - 10.0.0.287

*Copyright© 1998-2003 eHelp® Corporation.All rights reserved.
Copyright © 1998-2012 Adobe Systems Incorporated. All rights reserved.*

Copyright 1992-2012

http://www.adobe.com/products/eulas/pdfs/Gen_WWCombined-20070622_1253.pdf

The following component is subject to the Apache 1.1

- Apache Base64 functions - Unspecified

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

- Apache XML xml-commons - 1.0.b2

*Copyright (c) 2001-2002 The Apache Software Foundation. All rights reserved.
Copyright © 1994-2001 World Wide Web Consortium*

Apache Software License

Version 1.1

Copyright (c) 2000 The Apache Software Foundation. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:

"This product includes software developed by the Apache Software Foundation
(<http://www.apache.org/>)."

Notice

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

4. The names "Apache" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org.

5. Products derived from this software may not be called "Apache", nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation.

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

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

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

The following component is subject to the Apache License Version 2.0

- Apache Jakarta Commons IO - 2.0.1

Copyright 2002-2010 The Apache Software Foundation

- Apache JaxMe 2 - 0.3

Copyright © 2002-2003, The Apache Software Foundation

- Apache-Jakarta Codec - 1.4

*Copyright 2002-2009 The Apache Software Foundation
Copyright (C) 2002 Kevin Atkinson (kevina@gnu.org)*

- Apache-Jakarta Collections - 3.2.1

Copyright © 2001-2008 <http://www.apache.org/> The Apache Software Foundation. All Rights Reserved.

- Apache-Jakarta Lang - 2.6

Copyright 2001-2011 The Apache Software Foundation

- Apache-Logging log4net - 1.2.10

Copyright 2004-2006 The Apache Software Foundation

- guava-libraries - r08

Copyright 2010 Google Inc.

- jaxme-js - 0.3

Notice

Copyright © 2002-2003, The Apache Software Foundation

- jsyntaxpane - 0.9.5-b27

Copyright 2008 Ayman Al-Sairafi ayman.alsairafi@gmail.com

- OpenSSL - Google Contribution - Unspecified

*Written by Adam Langley (Google) for the OpenSSL project. Copyright 2011 Google Inc.
Copyright 2011 Google Inc. Author: Emilia Käsper and Peter Schwabe.*

- Streaming API for XML (StAX) - JSR-173 - 1.0

Copyright (c) 2003 by BEA Systems. All Rights Reserved.

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,

Notice

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.

Notice

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

Notice

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

Notice

obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0> Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

The following component is subject to the BSD 1.0 - Historical Permission License

- regex - 19950530

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

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

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

- strtoll - Unspecified

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

BSD 1.0 - Historical Permission License

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

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

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

Notice

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.

-

Portions Copyright (c) 1993 by Digital Equipment Corporation.

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

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

The following component is subject to the BSD 2.0

- Camellia assembler implementation - Unspecified

Copyright (c) 2008 Andy Polyakov

- DOM4J - Flexible XML Framework for Java - 1.6.1

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

- FreeBSD - Unspecified

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

- Hamcrest - 1.3.RC2

Copyright (c) 2000-2006 hamcrest.org

- javacc (Autogen) - 5.0

Copyright (c) 2006, Sun Microsystems, Inc.

- jaxen - 1.1.1

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

- junitperf - 1.8

Copyright (C) 2001 Clarkware Consulting, Inc.

- OpenSSL - Kungliga Tekniska Contribution - Unspecified

Notice

Copyright (c) 2004 Kungliga Tekniska Högskolan (Royal Institute of Technology, Stockholm, Sweden). All rights reserved.

- OpenSSL BSD contributions - Unspecified

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

- relaxngDatatype Package - 20030807

Copyright (c) 2001, Thai Open Source Software Center Ltd, Sun Microsystems.

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

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

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

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

The following component is subject to the Common Public License 1.0

- JUnit - 3.8.1

Common Public License Version 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:

Notice

- 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

Notice

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

Notice

(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.

The following component is subject to the Creative Commons Attribution 2.0

- XML Schema for Changelogs - Unspecified

Attribution 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

1. "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.
2. "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.

Notice

3. "censor" means the individual or entity that offers the Work under the terms of this License.
4. "Original Author" means the individual or entity who created the Work.
5. "Work" means the copyrightable work of authorship offered under the terms of this License.
6. "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:

1. 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;
2. to create and reproduce Derivative Works;
3. 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;
4. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works.
5. For the avoidance of doubt, where the work is a musical composition:
 1. Performance Royalties Under Blanket Licenses. Licensor waives the exclusive right to collect, whether individually or 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.
 2. 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).
6. 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.

Notice

4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

1. 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 recipients' exercise of the rights granted 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.
2. 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 MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, 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.

Notice

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

1. 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.
2. 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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

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, 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/>.

The following component is subject to the GNU Free Documentation License v1.1

- libxml2-GNUDocuments - Unspecified

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

Copyright (C) 2006 Free Software Foundation, Inc. 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA.

GNU Free Documentation License

Version 1.1, March 2000

Copyright (C) 2006 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.

0. PREAMBLE

The purpose of this License is to make a manual, textbook, or other written document "free" in the sense of freedom: to assure everyone the effective freedom to copy and redistribute it, with or without modifying it, either commercially or noncommercially. Secondly, this License preserves for the author and publisher a way to get credit for their work, while not being considered responsible for modifications made by others.

This License is a kind of "copyleft", which means that derivative works of the document must themselves be free in the same sense. It complements the GNU General Public License, which is a copyleft license designed for free software.

We have designed this License in order to use it for manuals for free software, because free software needs free documentation: a free program should come with manuals providing the same freedoms that the software does. But this License is not limited to software manuals; it can be used for any textual work, regardless of subject matter or whether it is published as a printed book. We recommend this License principally for works whose purpose is instruction or reference.

1. APPLICABILITY AND DEFINITIONS

Notice

This License applies to any manual or other work that contains a notice placed by the copyright holder saying it can be distributed under the terms of this License. The "Document", below, refers to any such manual or work. Any member of the public is a licensee, and is addressed as "you".

A "Modified Version" of the Document means any work containing the Document or a portion of it, either copied verbatim, or with modifications and/or translated into another language.

A "Secondary Section" is a named appendix or a front-matter section of the Document that deals exclusively with the relationship of the publishers or authors of the Document to the Document's overall subject (or to related matters) and contains nothing that could fall directly within that overall subject. (For example, if the Document is in part a textbook of mathematics, a Secondary Section may not explain any mathematics.) The relationship could be a matter of historical connection with the subject or with related matters, or of legal, commercial, philosophical, ethical or political position regarding them.

The "Invariant Sections" are certain Secondary Sections whose titles are designated, as being those of Invariant Sections, in the notice that says that the Document is released under this License.

The "Cover Texts" are certain short passages of text that are listed, as Front-Cover Texts or Back-Cover Texts, in the notice that says that the Document is released under this License.

A "Transparent" copy of the Document means a machine-readable copy, represented in a format whose specification is available to the general public, whose contents can be viewed and edited directly and straightforwardly with generic text editors or (for images composed of pixels) generic paint programs or (for drawings) some widely available drawing editor, and that is suitable for input to text formatters or for automatic translation to a variety of formats suitable for input to text formatters. A copy made in an otherwise Transparent file format whose markup has been designed to thwart or discourage subsequent modification by readers is not Transparent. A copy that is not "Transparent" is called "Opaque".

Examples of suitable formats for Transparent copies include plain ASCII without markup, Texinfo input format, LaTeX input format, SGML or XML using a publicly available DTD, and standard-conforming simple HTML designed for human modification. Opaque formats include PostScript, PDF, proprietary formats that can be read and edited only by proprietary word processors, SGML or XML for which the DTD and/or processing tools are not generally available, and the machine-generated HTML produced by some word processors for output purposes only.

The "Title Page" means, for a printed book, the title page itself, plus such following pages as are needed to hold, legibly, the material this License requires to appear in the title page. For works in formats which do not have any title page as such, "Title Page" means the text near the most prominent appearance of the work's title, preceding the beginning of the body of the text.

2. VERBATIM COPYING

You may copy and distribute the Document in any medium, either commercially or noncommercially, provided that this License, the copyright notices, and the license notice saying this License applies to the Document are reproduced in all copies, and that you add no other conditions whatsoever to those of this License.

You may not use technical measures to obstruct or control the reading or further copying of the copies you make or distribute. However, you may accept compensation in exchange for copies. If you distribute a large enough number of copies you must also follow the conditions in section 3.

You may also lend copies, under the same conditions stated above, and you may publicly display copies.

3. COPYING IN QUANTITY

If you publish printed copies of the Document numbering more than 100, and the Document's license notice requires Cover Texts, you must enclose the copies in covers that carry, clearly and legibly, all these Cover Texts: Front-Cover Texts on the front cover, and Back-Cover Texts on the back cover. Both covers must also clearly and legibly identify you as the publisher of these copies. The front cover must present the full title with all words of the title equally prominent and visible. You may add other material on the covers in addition. Copying with changes limited to the covers, as long as they preserve the title of the Document and satisfy these conditions, can be treated as verbatim copying in other respects.

If the required texts for either cover are too voluminous to fit legibly, you should put the first ones listed (as many as fit reasonably) on the actual cover, and continue the rest onto adjacent pages.

If you publish or distribute Opaque copies of the Document numbering more than 100, you must either include a machine-readable Transparent copy along with each Opaque copy, or state in or with each Opaque copy a publicly-accessible computer-network location containing a complete Transparent copy of the Document, free of added material, which the general network-using public has access to download anonymously at no charge using public-standard network protocols. If you use the latter option, you must take reasonably prudent steps, when you begin distribution of Opaque copies in quantity, to ensure that this Transparent copy will remain thus accessible at the stated location until at least one year after the last time you distribute an Opaque copy (directly or through your agents or retailers) of that edition to the public.

It is requested, but not required, that you contact the authors of the Document well before redistributing any large number of copies, to give them a chance to provide you with an updated version of the Document.

4. MODIFICATIONS

Notice

You may copy and distribute a Modified Version of the Document under the conditions of sections 2 and 3 above, provided that you release the Modified Version under precisely this License, with the Modified Version filling the role of the Document, thus licensing distribution and modification of the Modified Version to whoever possesses a copy of it. In addition, you must do these things in the Modified Version:

- A. Use in the Title Page (and on the covers, if any) a title distinct from that of the Document, and from those of previous versions (which should, if there were any, be listed in the History section of the Document). You may use the same title as a previous version if the original publisher of that version gives permission.
- B. List on the Title Page, as authors, one or more persons or entities responsible for authorship of the modifications in the Modified Version, together with at least five of the principal authors of the Document (all of its principal authors, if it has less than five).
- C. State on the Title page the name of the publisher of the Modified Version, as the publisher.
- D. Preserve all the copyright notices of the Document.
- E. Add an appropriate copyright notice for your modifications adjacent to the other copyright notices.
- F. Include, immediately after the copyright notices, a license notice giving the public permission to use the Modified Version under the terms of this License, in the form shown in the Addendum below.
- G. Preserve in that license notice the full lists of Invariant Sections and required Cover Texts given in the Document's license notice.
- H. Include an unaltered copy of this License.
- I. Preserve the section entitled "History", and its title, and add to it an item stating at least the title, year, new authors, and publisher of the Modified Version as given on the Title Page. If there is no section entitled "History" in the Document, create one stating the title, year, authors, and publisher of the Document as given on its Title Page, then add an item describing the Modified Version as stated in the previous sentence.
- J. Preserve the network location, if any, given in the Document for public access to a Transparent copy of the Document, and likewise the network locations given in the Document for previous versions it was based on. These may be placed in the "History" section. You may omit a network location for a work that was published at least four years before the Document itself, or if the original publisher of the version it refers to gives permission.
- K. In any section entitled "Acknowledgements" or "Dedications", preserve the section's title, and preserve in the section all the substance and tone of each of the contributor acknowledgements and/or dedications given therein.
- L. Preserve all the Invariant Sections of the Document, unaltered in their text and in their titles. Section numbers or the equivalent are not considered part of the section titles.
- M. Delete any section entitled "Endorsements". Such a section may not be included in the Modified Version.

Notice

N. Do not retitle any existing section as "Endorsements" or to conflict in title with any Invariant Section.

If the Modified Version includes new front-matter sections or appendices that qualify as Secondary Sections and contain no material copied from the Document, you may at your option designate some or all of these sections as invariant. To do this, add their titles to the list of Invariant Sections in the Modified Version's license notice. These titles must be distinct from any other section titles.

You may add a section entitled "Endorsements", provided it contains nothing but endorsements of your Modified Version by various parties--for example, statements of peer review or that the text has been approved by an organization as the authoritative definition of a standard.

You may add a passage of up to five words as a Front-Cover Text, and a passage of up to 25 words as a Back-Cover Text, to the end of the list of Cover Texts in the Modified Version. Only one passage of Front-Cover Text and one of Back-Cover Text may be added by (or through arrangements made by) any one entity. If the Document already includes a cover text for the same cover, previously added by you or by arrangement made by the same entity you are acting on behalf of, you may not add another; but you may replace the old one, on explicit permission from the previous publisher that added the old one.

The author(s) and publisher(s) of the Document do not by this License give permission to use their names for publicity for or to assert or imply endorsement of any Modified Version.

5. COMBINING DOCUMENTS

You may combine the Document with other documents released under this License, under the terms defined in section 4 above for modified versions, provided that you include in the combination all of the Invariant Sections of all of the original documents, unmodified, and list them all as Invariant Sections of your combined work in its license notice.

The combined work need only contain one copy of this License, and multiple identical Invariant Sections may be replaced with a single copy. If there are multiple Invariant Sections with the same name but different contents, make the title of each such section unique by adding at the end of it, in parentheses, the name of the original author or publisher of that section if known, or else a unique number. Make the same adjustment to the section titles in the list of Invariant Sections in the license notice of the combined work.

In the combination, you must combine any sections entitled "History" in the various original documents, forming one section entitled "History"; likewise combine any sections entitled "Acknowledgements", and any sections entitled "Dedications". You must delete all sections entitled "Endorsements."

6. COLLECTIONS OF DOCUMENTS

Notice

You may make a collection consisting of the Document and other documents released under this License, and replace the individual copies of this License in the various documents with a single copy that is included in the collection, provided that you follow the rules of this License for verbatim copying of each of the documents in all other respects.

You may extract a single document from such a collection, and distribute it individually under this License, provided you insert a copy of this License into the extracted document, and follow this License in all other respects regarding verbatim copying of that document.

7. AGGREGATION WITH INDEPENDENT WORKS

A compilation of the Document or its derivatives with other separate and independent documents or works, in or on a volume of a storage or distribution medium, does not as a whole count as a Modified Version of the Document, provided no compilation copyright is claimed for the compilation. Such a compilation is called an "aggregate", and this License does not apply to the other self-contained works thus compiled with the Document, on account of their being thus compiled, if they are not themselves derivative works of the Document.

If the Cover Text requirement of section 3 is applicable to these copies of the Document, then if the Document is less than one quarter of the entire aggregate, the Document's Cover Texts may be placed on covers that surround only the Document within the aggregate. Otherwise they must appear on covers around the whole aggregate.

8. TRANSLATION

Translation is considered a kind of modification, so you may distribute translations of the Document under the terms of section 4. Replacing Invariant Sections with translations requires special permission from their copyright holders, but you may include translations of some or all Invariant Sections in addition to the original versions of these Invariant Sections. You may include a translation of this License provided that you also include the original English version of this License. In case of a disagreement between the translation and the original English version of this License, the original English version will prevail.

9. TERMINATION

You may not copy, modify, sublicense, or distribute the Document except as expressly provided for under this License. Any other attempt to copy, modify, sublicense or distribute the Document 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.

10. FUTURE REVISIONS OF THIS LICENSE

The Free Software Foundation may publish new, revised versions of the GNU Free Documentation License from time to time. Such new versions will be similar in spirit to the present version, but may

Notice

differ in detail to address new problems or concerns. See <http://www.gnu.org/copyleft/>.

Each version of the License is given a distinguishing version number. If the Document specifies that a particular numbered version of this License "or any later version" applies to it, you have the option of following the terms and conditions either of that specified version or of any later version that has been published (not as a draft) by the Free Software Foundation. If the Document does not specify a version number of this License, you may choose any version ever published (not as a draft) by the Free Software Foundation.

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

- Red Hat Package Manager - 2.5

Copyright (c) 1997 by Red Hat Software, Inc

The GNU General Public License (GPL)

Version 2, June 1991

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

Preamble

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

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

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

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

Notice

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

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

Notice

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

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

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

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

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

Notice

software interchange; or,

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

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

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

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

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

Notice

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

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

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

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

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

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

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

Notice

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

NO WARRANTY

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

Notice

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

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

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

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

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

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

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

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

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

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

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

The following component is subject to the IPTC NewsML Trademark License

- NewsML Document Type Definition - Unspecified

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

=====
NewsML Document Type Definition Version 1.0
=====

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

=====
DO NOT REMOVE THESE LICENCE CONDITIONS
=====

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

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

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

Notice

5. The Licensee shall immediately call to the attention of the Licensor the use of any part of the intellectual property by any third party or any activity of any third party which might in the opinion of the Licensee amount to infringement of the rights protected by the trademark.

6. The Licensee shall not assign the benefit of this contract or grant any sub-licence without the prior written consent of the Licensor.

7. Use of the IPTC trademark is licensed only to those Licensees who comply with the requirements of the official published description of NewsML.

8. The Licensee promises to respect the integrity and quality standard of the trademark and shall refrain from all acts and omissions which threaten the integrity of the trademark as a mark of quality.

9. The Licensee shall communicate immediately to the IPTC any instances of actual or suspected misuse or non-compliance with the official published description of NewsML which come to the attention of the Licensee.

10. The Licensee shall, at the request of the IPTC Management Committee acting unanimously, accede to any reasonable request of the IPTC to inspect the address of the Licensee to verify compliance and each Licensee shall afford to the IPTC such assistance as is requested by the IPTC in response to the latter's reasonable enquiries in instances of suspected non-compliance with the official published description of NewsML requirements.

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

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

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

The following component is subject to the Indiana University Extreme! Lab Software License

- XPP - XML Pull Parser - 2.1.10

Copyright (c) 2002 Extreme! Lab, Indiana University. All rights reserved.

Indiana University Extreme! Lab Software License

Version 1.1.1

Copyright (c) 2002 Extreme! Lab, Indiana University. 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 Indiana University Extreme! Lab (<http://www.extreme.indiana.edu/>).\" Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "Indiana Univeristy" and "Indiana Univeristy Extreme! Lab" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact <http://www.extreme.indiana.edu/>.
5. Products derived from this software may not use "Indiana Univeristy" name nor may "Indiana Univeristy" appear in their name, without prior written permission of the Indiana University.

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 AUTHORS, COPYRIGHT HOLDERS OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT,

Notice

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 InstallShield EULA(2012)

- Installshield 2012 Generated Build Files - 2012

*Copyright (C) 2010 Flexera Software, Inc. and/or InstallShield Co. Inc. All Rights Reserved.
Copyright 1997-2010 Flexera Software, Inc. and/or InstallShield Co. Inc. All Rights Reserved.*

Copyright (c) 1990-2002 InstallShield Software Corp. All Rights Reserved

FLEXERA SOFTWARE END-USER LICENSE AGREEMENT

InstallShield

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

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

By clicking on the "I ACCEPT" button, by opening the package that contains the Software, or by copying, downloading, accessing or otherwise using the Software, Licensee agree to be bound by the terms of this Agreement and Licensee represent that Licensee are authorized to enter into this Agreement on behalf of Licensee's corporate entity (if applicable). If Licensee does not wish to be bound by the terms of this Agreement, click the "DO NOT ACCEPT" button, and/or do not install, access or use the Software. An original purchaser who has not accepted the terms of this Agreement may return the Software to the place of purchase within 30 days of the date of purchase for a full refund.

DEFINITIONS

• **Contractor** means any third party employed by Licensee to perform services on behalf of Licensee.

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

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

• **Software** means the object code form of the InstallShield software products, as further identified on an invoice. Such products may include InstallShield Express, InstallShield Professional, InstallShield Premier, InstallShield Limited Edition for Visual Studio, Standalone Build, InstallShield Collaboration, Virtualization Pack, and MSI Tools

• **Upgrades** means maintenance releases, additions, modifications, and new versions of the Software incorporating such additions and modifications which are either (i) made available to Licensee as part of Support and Maintenance without additional charge (except for Support and Maintenance Fees) or (ii) otherwise provided by Flexera Software. Upgrades provided as a part of Support and Maintenance do not include maintenance releases, additions, or modifications that Flexera Software considers to be a separate product or for which Flexera Software charges all of its customers extra or separately.

I. EVALUATION SOFTWARE

The use of the Evaluation Software will be governed by the terms set forth in this Article I, in addition to the General Terms set forth in Article IV. If Licensee has received the Software for purposes of evaluation, regardless of how labeled, the use of the Software is limited to a specified period of time, as detailed in the email accompanying the download instructions (the Evaluation Period).

1. Grant of License. Subject to all of the terms and conditions of this Agreement and only during the Evaluation Period, Flexera Software grants Licensee a limited, internal use, non-exclusive,

non-transferable license to use the Software solely to evaluate its suitability for Licensee's internal business requirements at Licensee's site(s) only. Without limiting the foregoing, Licensee may not use the Software during the Evaluation Period to create publicly distributed computer software or for any other purpose. This license may be terminated by Flexera Software at any time upon notice to Licensee and will automatically terminate, without notice, upon the first to occur of the following: (a) the completion of Licensee's evaluation of the Software or (b) the expiration of the Evaluation Period.

2. Limited Use Software. Portions of the full-use version of the Software may be withheld or unusable. Full use of the Software may be restricted by technological protections.
3. Disclaimer of Warranty. **THE SOFTWARE IS PROVIDED ONLY FOR EVALUATION PURPOSES ON AN "AS IS" BASIS. NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.**
4. Limitation of Liability. **IN NO EVENT WILL FLEXERA SOFTWARE BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR DATA, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH, EVEN IF FLEXERA SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO CASE WILL FLEXERA SOFTWARE'S LIABILITY FOR ANY DAMAGES HEREUNDER EXCEED FIFTY DOLLARS (US \$50).**

II. LIMITED EDITION SOFTWARE FOR VISUAL STUDIO

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

1. Grant of License. InstallShield Limited Edition for Visual Studio is a functionally limited version of the InstallShield software and is intended specifically for use with Visual Studio. Subject to all of the terms and conditions of this Agreement, Flexera Software grants Licensee a limited, internal use, non-exclusive, non-transferable license to use the Software solely for Licensee's internal business requirements at Licensee's site(s) only. Flexera Software grants Licensee the right to install and use the software on a single computer to be used exclusively with Visual Studio and the right to install and use up to two (2) additional instances for use within a Team Foundation Server environment. For the purposes of this Section, Software shall also include any Documentation of the Software product provided to Licensee under this Agreement.
 2. Disclaimer of Warranty. **THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.**
 3. Limitation of Liability. **IN NO EVENT WILL FLEXERA SOFTWARE BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR DATA, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH, EVEN IF FLEXERA SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO CASE WILL FLEXERA SOFTWARE'S LIABILITY FOR ANY DAMAGES HEREUNDER EXCEED FIFTY DOLLARS (US \$50).**
-

III. ALL OTHER EDITIONS OF THE SOFTWARE

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

1. License.

a. Grant of License. Subject to all of the terms and conditions of this Agreement and upon Licensee's payment of the fees shown on the invoice and acceptance of this Agreement, Flexera Software grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use Software for internal purposes at Licensee's site(s) only, but only in accordance with (a) the Documentation, (b) this Agreement and (c) the License Level. For the purposes of this Section, Software shall also include any Documentation and any Upgrades provided to Licensee under this Agreement.

b. License Types. Licensee may purchase either a node-locked or concurrent license.

i. Node-Locked Licenses. If Licensee has licensed Software under the node-locked model, Licensee's license grant is as follows. Licensee may install and use one instance of the Software on a single computer either physically installed or on a virtual image on that computer only at Licensee's site(s) for Licensee's internal business purposes only in accordance with the License Level. A node-locked license is limited to use by a single individual on a single computer or virtual image; Licensee may not install the Software on a shared computer. Copying a virtual image for the purposes of using the image either simultaneously or as a replacement on another machine is strictly prohibited.

ii. Concurrent Licenses. If Licensee has licensed under the concurrent licensing model, Licensee may install the Software on any machine at Licensee's site(s) for Licensee's internal business purposes only in accordance with the License Level. All machines using the Software must have the ability to communicate with a license server to be authorized to use the Software. The InstallShield Integrated

Notice

Development Environment shall not be used in automated build processes on a separate machine.

- c. Installation and Copies. Licensee may install on Licensee's computers for use only by Licensee's employees and Contractors as many instances of the Software as is designated in the applicable invoice. Licensee may not make copies of the Software unless otherwise set forth in an applicable invoice. Notwithstanding the foregoing, Licensee may make a copy of the Software for back-up purposes.
- d. Use by Contractors. Subject to the terms and conditions of this Agreement, Licensee's Contractors may use the licenses, provided that (a) such use is only for Licensee's benefit, (b) Licensee agrees to remain responsible for each such Contractor's compliance with the terms and conditions of this Agreement and (c) upon request Licensee will identify each such Contractor to Flexera Software. Use of the Software by the Contractors and Licensee in the aggregate must be within the License Level set forth in the applicable invoice.
- e. License Restrictions. Licensee shall not (and shall not allow any third party to):
 - i. use or apply the Try and Die or Try and Buy functionality for the benefit of any software products which are not owned by Licensee;
 - ii. decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to Flexera Software);
 - iii. distribute (except as expressly permitted herein), sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, service bureau, hosting, service provider or like purposes;
 - iv. remove any product identification, proprietary, copyright or other notices contained in the Software, including but not limited to any such notices contained

Notice

in the physical and/or electronic media or Documentation, in the Setup Wizard dialog or “about” boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the Software, or in any archival or back-up copies, if applicable;

v. modify any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into or with other software, except to the extent outlined in the Documentation or expressly authorized in writing by Flexera Software; or

vi. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.

2. Upgrades. Upgrades, if provided to Licensee, may be licensed to Licensee by Flexera Software with additional or different terms and conditions. Upgrades may be used only by the Licensee of the original version of the Software that is being upgraded. After installation of an Upgrade, Licensee may continue to use the prior version(s) of the Software in accordance with the terms and conditions applicable to such version, provided that (i) the prior version(s) may only be used by the Licensee of the Upgrade; (ii) Licensee acknowledges that any obligation Flexera Software may have to support the prior version(s) may be ended upon the availability of the Upgrade.

3. Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Flexera Software and its suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software (including the Documentation) and all copies, modifications to, and derivative works based upon, the Software. Licensee acknowledges that it is obtaining only a limited license right to the Software and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to Licensee under this Agreement or otherwise.

4. Payment Terms/Shipments. *For users in Japan*, all fees are in non-refundable Japanese Yen. *For users in Europe, Middle East or Africa*, all fees are in the currency outlined in the quote/invoice and are non-refundable. *For Licensees in New Zealand or Australia*, all fees are in non-refundable Australian Dollars. *For users in any region not outlined*, all fees are in non-refundable US Dollars. Fees are due within thirty (30) days of the date of the invoice. Licensee shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net

Notice

income of Flexera Software). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable invoice. All shipments of any media will be FOB Origin.

5. Taxes. Fees do not include taxes. If Flexera Software is required to pay any sales, use, GST, VAT, or other taxes in connection with Licensee's order, other than taxes based on Flexera Software's income, such taxes will be billed to and paid by Licensee. Licensee will make all payments of fees to Flexera Software free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Flexera Software will be Licensee's sole responsibility and consequently the amount of such fees will be increased such that the net fee received by Flexera Software will be the same as if such withholding taxes were not imposed, and Licensee will provide Flexera Software with official receipts issued by the appropriate taxing authority, or such other evidence as the Flexera Software may reasonably request, to establish that such taxes have been paid.

6. Support and Maintenance.

- a. Support and Maintenance. Flexera Software shall provide the level of support and maintenance services (the **Support and Maintenance**) set forth on the applicable invoice, if any, during such period as Licensee has paid the applicable fee. Support and Maintenance will be provided in accordance with Flexera Software's then-current Support and Maintenance terms.
- b. Supported Versions. Support and Maintenance is available in accordance with Flexera Software's Life Cycle and End of Life Policy, which may be found at <http://www.flexerasoftware.com/support/eol/end-of-life-policy.htm>.
- c. Exclusions. Flexera Software will have no Support and Maintenance obligation to Licensee: (a) at the end of any annual Support and Maintenance period unless Licensee elects to obtain additional Support and Maintenance by paying an annual Support and Maintenance renewal fee; (b) where Licensee is using a version of the Software that is not the then-current or previous major release or an otherwise unsupported version in accordance with Flexera Software's End of Life policy; (c) where the Software has been modified by Licensee or any third party or by Flexera Software at Licensee's request; or

Notice

(d) for any evaluation, beta or other Software provided at no charge.

- d. **Renewals.** In the event Licensee elects not to obtain or renew Support and Maintenance, Licensee may retain the Software and Documentation but will have no further right to Support and Maintenance for the Software. If Licensee wishes to reinstate lapsed Support and Maintenance, Licensee may do so only within ninety (90) days from expiration of the Support and Maintenance term and by paying Flexera Software an amount equal to the then-applicable annual fee plus one-hundred fifty percent (150%) of the fees that would have been due had Licensee remained enrolled during the lapse period. Support and Maintenance may be renewed for the first annual renewal period for the same amount paid in the first year.

7. Warranty.

- a. **Limited Software Performance Warranty.** Flexera Software warrants to Licensee that for a period of ninety (90) days from initial delivery of the Software to Licensee (the **Warranty Period**) the Software shall operate in substantial conformity with the Documentation. Flexera Software does not warrant that Licensee's use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Flexera Software's sole liability (and Licensee's exclusive remedy) for any breach of this warranty shall be, in Flexera Software's sole discretion, to use commercially reasonable efforts to provide Licensee with an error-correction or work-around which corrects the reported non-conformity, to replace the non-conforming Software with conforming Software, or if Flexera Software determines such remedies to be impracticable within a reasonable period of time, to terminate the Agreement and refund the license fee paid for the Software. Flexera Software shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.
- b. **Exclusions.** The limited warranties set forth in this Section 7 shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any modifications are made to the Software by Licensee or any third party or by Flexera Software at Licensee's request; (c) to defects in the Software due to accident, abuse or improper use by Licensee; or (d) to items provided on a no charge or evaluation basis.

- c. Disclaimer. **THE WARRANTIES IN THIS SECTION 7 ARE LIMITED WARRANTIES AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE IS PROVIDED "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS.**

HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

8. Limitation of Liability.

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

9. Termination. Licensee's license may be terminated by Flexera Software if (a) Licensee fails to make payment and/or (b) Licensee fail to comply with the terms of this Agreement within ten (10) days after receipt of written notice of such failure. In the event of termination, Licensee must cease using the Software, destroy all copies of the Software (including copies in storage media), if applicable, and certify such destruction to Flexera Software. This requirement applies to all copies

Notice

in any form, partial or complete. Upon the effective date of any termination, Licensee relinquishes all rights granted under this Agreement.

10. Verification/Audits. On Flexera Software's reasonable request, Licensee will furnish Flexera Software with a signed statement confirming whether the Software is being used by Licensee in accordance with this Agreement. Further, during the term of this Agreement and for a period of one (1) year thereafter, with prior reasonable notice of at least five (5) days, Flexera Software may audit Licensee for the purpose of verifying the information provided by Licensee under this Agreement, and for the purpose of verifying that Licensee is conforming to the terms of this Agreement. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If an audit reveals an underpayment or that the Licensee's usage is greater than the License Level, then the Licensee shall immediately pay the difference in License fees and, if applicable, Support and Maintenance fees to bring the License Level into compliance. If an audit reveals that (i) Licensee has intentionally misrepresented its usage of the Software, (ii) Licensee materially breached this Agreement, or (iii) the Usage Level is more than 5% over the License Level, then Licensee shall pay Flexera Software's reasonable costs of conducting the audit in addition to any fees due to Licensee's misrepresentation or material breach. Audits shall be conducted no more than once annually.
11. Use of Try and Die Functionality. If Licensee has licensed the Premier edition of the Software, Licensee may internally access and use the functionality labeled "Try and Die" solely for the purposes of applying the Try and Die functionality processes and/or restrictions to Licensee's products and distributing such products to Licensee's end users for their trial purposes for a pre-determined period of time. Notwithstanding the foregoing, Licensee agrees that the total revenue from Licensee's products utilizing the Try and Die functionality will not exceed US\$10,000,000. Each product that is managed by a unique product version key/package license is considered to be a separate product hereunder. A product version key/package license identifies a protected trial product and allows the end user to unprotect, unpack and use a protected product.
12. Activation Capabilities. For existing users of the InstallShield Activation Service, should Licensee elect to access and use the InstallShield Activation Service (which can only be used in conjunction with the Try and Buy functionality of the product), the terms and conditions at <http://www.installshield.com/products/installshield/activation/service/info/agreement.asp> will apply to Licensee's use of the service and will supplement Licensee's use of the Software hereunder.

13. Dual-Media Software. Licensee may receive the Software in more than one medium (electronic and on a DVD, for example). Receipt of the Software in more than a single manner (electronic or on a DVD, for example) does not expand the license rights granted to Licensee hereunder. Licensee's use of the Software is limited to the number of licenses (instances) that Licensee has acquired overall, regardless of number or type of media on which it has been provided.
-

IV. GENERAL TERMS

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

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

Notice

end users of Licensee's products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) Licensee grants Licensee's end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of Licensee's products and not to distribute them further. Licensee will reproduce with the redistributables all applicable trademarks and copyright notices that accompany the Software, but Licensee may not use Flexera Software's name, logos or trademarks to market Licensee's products.

4. Controlling Law. *For users in Japan*, this Agreement will be governed by the laws of Japan; *for users in Europe, Middle East, or Africa*, this Agreement will be governed by the laws of England and Wales and Licensee submit to the jurisdiction of the courts of England and Wales; *for Licensees in New Zealand or Australia* this Agreement will be governed by the laws of the State of Victoria, Australia; *for users outside the countries listed above*, this Agreement will be governed by the laws of California, USA, excluding conflicts of law. This Agreement is not subject to the United Nations Convention on Contracts for the Sale of Goods.
5. Survival. Sections I.3 (Disclaimer), I.4 (Limitation of Liability), II.2 (Disclaimer), II.3 (Limitation of Liability), III.1.e (License Restrictions), III.3 (Ownership), III.4 (Payment and Delivery), III.7.c (Disclaimer), III.8 (Limitation Liability), III.9 (Termination), and all of this Article IV (General Terms), as well as any provision that by the very nature of which should survive shall survive any termination or expiration of this Agreement.
6. Confidential Information. Each party agrees that all business and/or technical information that is received by a party (the **Receiving Party**) from the disclosing party (the **Disclosing Party**) that a) is in written, recorded, graphical or other tangible form and is marked "Confidential" or "Trade Secret" or similar designation; b) is in oral form and identified by the Discloser as "Confidential" or "Trade Secret" or similar designation at the time of disclosure, with subsequent confirmation in writing within thirty (30) days of such disclosure; or c) the nature of which could reasonably be construed to be confidential shall be considered the confidential property of the Disclosing Party (the **Confidential Information**). Any software, documentation or technical information provided by Flexera Software (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Flexera Software without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the

Notice

Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

7. Company Name and Logo. Flexera Software may include Licensee's company name and logo in a list of Flexera Software customers and/or partners.
8. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
9. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Licensee will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
10. Choice of Language. The original of this Agreement has been written in English. Licensee waives any rights it may have under the law of its country to have this Agreement written in the language of that country.
11. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

Notice

12. U.S. Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited. Licensee shall flow-down this provision to any of its authorized sublicensees (including but not limited to any Licensee Products, as applicable).
13. Export Compliance. Licensee acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Licensee shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist- supporting country; (b) any end user who has been prohibited from participating in United States export transactions by any federal agency of the United States government; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Licensee agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.
14. Third-Party Code. The Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or Flexera Software shall provide a list of the Open Source Software for a particular version of the Software to Licensee upon Licensee's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.
15. Equal Opportunity. Flexera Software agrees that it does not and will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, national origin, or sexual orientation.

Notice

16. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
17. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

InstallShield EULA - May 2012.docx

The following component is subject to the JSmooth w/exception

- JSmooth (Autogen) - 0.9.9-7

Copyright (C) 2003-2007 Rodrigo Reyes

The JSmooth licensing is a bit sophisticated, but has no constraint on your own software. First, a small executive summary:

- * JSmooth is GPL, but wrappers are LGPL so that there is no constraint added to your own code.
- * Regarding the executable: there is no restriction on the executable generated. You can do whatever you want with it.

The full details are below:

* The overall JSmooth package itself is GPL. Any work based on it, specially but not limited to, the full-java executable generation code, is GPL. In other words, if you create derivative work using jsmooth, it has to be GPL as well.

* As an exception, the Skeletons (all the C++ code from jsmooth) used as a basis to create the launchers are LGPL.

They can be used by for other programs, or can be linked with, as LGPL. In this case, there is no constraint on the licensing of your own program, but you must mention the LGPL and provide a pointer to the jsmooth skeleton source code.

* As an exception to the exception above, the executable generated (the launchers created by JSmooth) are under the LGPL with a "runtime exception" similar to the gcc licence exception: It is not required that you distribute the source code with, nor that you publish a notice mentionning jsmooth. It's not far from public-domain, but the LGPL warranty-limitation still applies.

The following component is subject to the Jaxen License

- jaxen - 1.1-beta-6

Copyright 2003 (C) The Werken Company. All Rights Reserved.

jaxen License

Copyright 2003 (C) The Werken Company. All Rights Reserved.

Redistribution and use of this software and associated documentation ("Software"), with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain copyright statements and notices. Redistributions must also contain a copy of this document.
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 "jaxen" must not be used to endorse or promote products derived from this Software without prior written permission of The Werken Company. For written permission, please contact bob@werken.com.
4. Products derived from this Software may not be called "jaxen" nor may "jaxen" appear in their names without prior written permission of The Werken Company. "jaxen" is a registered trademark of The Werken Company.
5. Due credit should be given to The Werken Company. (<http://jaxen.werken.com/>).

THIS SOFTWARE IS PROVIDED BY THE WERKEN COMPANY AND CONTRIBUTORS "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 WERKEN COMPANY 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.

The following component is subject to the MIT License V2

- ISO RELAX - 20030108

Copyright © 2001-2002, SourceForge ISO-RELAX Project (ASAMI Tomoharu, Daisuke Okajima, Kohsuke Kawaguchi, and MURATA Makoto)

- openssl-md5-asm-hw-contribution - Unspecified

Copyright (c) 2005 Hewlett-Packard Development Company, L.P.

- RELAX NG by Daniel Veillard - Unspecified

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

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

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

Notice

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 Netscape AS IS License

- mm_menu.js from Netscape - 6.0

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

Copyright (c) 1997-1999 Netscape Communications Corp.

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

The following component is subject to the OASIS Standards License

- OASIS RELAX NG Specification - Unspecified

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

OASIS takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this document or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights. Information on OASIS's procedures with respect to rights in OASIS specifications can be found at the OASIS website. Copies of claims of rights made available for publication and any assurances of licenses to be made available, or the result of an attempt made to obtain a general license or permission for the use of such proprietary rights by implementors or users of this specification, can be obtained from the OASIS Executive Director.

OASIS invites any interested party to bring to its attention any copyrights, patents or patent applications, or other proprietary rights which may cover technology that may be required to implement this specification. Please address the information to the OASIS Executive Director.

Copyright (c) OASIS Open 2002-2004. All Rights Reserved.

This document and translations of it may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this paragraph are included on all such copies and derivative works. However, this document itself does not be modified in any way, such as by removing the copyright notice or references to OASIS, except as needed for the purpose of developing OASIS specifications, in which case the procedures for copyrights defined in the OASIS Intellectual Property Rights document must be followed, or as required to translate it into languages other than English.

Notice

The limited permissions granted above are perpetual and will not be revoked by OASIS or its successors or assigns.

This document and the information contained herein is provided on an "AS IS" basis and OASIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The following component is subject to the OpenSSL - nCipher License

- OpenSSL - nCipher - Unspecified

Copyright 1998-2000 nCipher Corporation Limited.

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.

Notice

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 OpenSSL Combined License

- OpenSSL - 1.0.1i

Copyright (c) 1998-2014 The OpenSSL Project. All rights reserved.

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

Copyright (c) 1995-1998 Eric A. Young, Tim J. Hudson(tjh@cryptsoft.com). All rights reserved.

Copyright (c) 2004, Richard Levitte

Copyright (c) 2004 Kungliga Tekniska H  gskolan (Royal Institute of Technology, Stockholm, Sweden)

Copyright (c) 1986, 2002 Sun Microsystems, Inc. ALL RIGHTS RESERVED.

Copyright (C) 2001 Baltimore Technologies Ltd. All right Reserved.

Copyright 2000 Broadcom Corporation

(c) Copyright 1999 Bodo Moeller. All rights reserved.

(C) Copyright Microsoft Corp. 1993. All rights reserved.

Copyright 2006 NTT (Nippon Telegraph and Telephone Corporation)

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

Copyright 2005 Nokia. All rights reserved

Notice

Copyright Patrick Powell 1995

Copyright (C) 2006, Network Resonance, Inc.

Copyright (C) 2011, RTFM, Inc.

Copyright (c) 2006, CRYPTOGRAMS by All rights reserved.

Copyright (c) 2010-2011 Intel Corp.

Copyright Svend Olaf Mikkelsen

Copyright (c) 2002 Bob Beck . All rights reserved.

Copyright (c) 2002 Theo de Raadt. All rights reserved.

Copyright (c) 2002 Markus Friedl. All rights reserved.

Copyright (c) 2002 The OpenTSA Project. All rights reserved.

Copyright: Freely distributable

Copyright (c) 2005-2006 Cryptocom LTD

Copyright 1998-2000 nCipher Corporation Limited

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) 1998-2008 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,

Notice

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 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.

Notice

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 Sun Binary Code JDK 6 Updated License

- javadoc generated files - 1.6.0_21
- Javadoc Stylesheet (Autogen) - 1.6.0_21

Copyright 2003 Sun Microsystems, Inc., 4150 Network Circle, Santa Clara,

Sun Microsystems, Inc. Binary Code License Agreement for the JAVA SE DEVELOPMENT KIT (JDK), VERSION 6

SUN MICROSYSTEMS, INC. ("SUN") IS WILLING TO LICENSE THE SOFTWARE IDENTIFIED BELOW TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS BINARY CODE LICENSE AGREEMENT AND SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT"). PLEASE READ THE AGREEMENT CAREFULLY. BY 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 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, any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Sun, and any user manuals, programming guides and other documentation provided to you by Sun under this Agreement. "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.

Notice

"Programs" means Java technology applets and applications intended to run on the Java Platform Standard Edition (Java SE) platform on Java-enabled General Purpose Desktop Computers and Servers.

2. **LICENSE TO USE.** Subject to the terms and conditions of this Agreement, including, but not limited to the Java Technology Restrictions of the Supplemental License Terms, Sun grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally Software complete and unmodified for the sole purpose of running Programs. Additional licenses for developers and/or publishers are granted in the Supplemental License Terms.
3. **RESTRICTIONS.** Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Licensed Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement. Additional restrictions for developers and/or publishers licenses are set forth in the Supplemental License Terms.
4. **LIMITED WARRANTY.** Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software. Any implied warranties on the Software are limited to 90 days. Some states do not allow limitations on duration of an implied warranty, so the above may not apply to you. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.
5. **DISCLAIMER OF WARRANTY.** UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.
6. **LIMITATION OF LIABILITY.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.

7. **TERMINATION.** This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. Upon Termination, you must destroy all copies of Software.
8. **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.
9. **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.
10. **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).
11. **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.
12. **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.
13. **INTEGRATION.** This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

SUPPLEMENTAL LICENSE TERMS

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

Notice

- A. Software Internal Use and Development License Grant. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software "README" file incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the Software complete and unmodified for the purpose of designing, developing, and testing your Programs.
- B. License to Distribute Software. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software README file, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute the Software, provided that
- i. you distribute the Software complete and unmodified 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 protects Sun's interests consistent with the terms contained in this Agreement, and
 - vi. you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.
- C. License to Distribute Redistributables. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software README file, including but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Software "README" file ("Redistributables") provided that:
- i. you distribute the Redistributables complete and unmodified, 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 protects Sun's interests consistent with the terms contained in the Agreement,
 - 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.

Notice

- D. 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.
- E. Distribution by Publishers. This section pertains to your distribution of the Software with your printed book or magazine (as those terms are commonly used in the industry) relating to Java technology ("Publication"). Subject to and conditioned upon your compliance with the restrictions and obligations contained in the Agreement, in addition to the license granted in Paragraph 1 above, Sun hereby grants to you a non-exclusive, nontransferable limited right to reproduce complete and unmodified copies of the Software on electronic media (the "Media") for the sole purpose of inclusion and distribution with your Publication(s), subject to the following terms:
- i. You may not distribute the Software on a stand-alone basis; it must be distributed with your Publication(s);
 - ii. You are responsible for downloading the Software from the applicable Sun web site;
 - iii. You must refer to the Software as Java™ SE Development Kit 6;
 - iv. The Software must be reproduced in its entirety and without any modification whatsoever (including, without limitation, the Binary Code License and Supplemental License Terms accompanying the Software and proprietary rights notices contained in the Software);
 - v. The Media label shall include the following information: Copyright 2006, Sun Microsystems, Inc. All rights reserved. Use is subject to license terms. Sun, Sun Microsystems, the Sun logo, Solaris, Java, the Java Coffee Cup logo, J2SE, and all trademarks and logos based on Java are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries. This information must be placed on the Media label in such a manner as to only apply to the Sun Software;
 - vi. You must clearly identify the Software as Sun's product on the Media holder or Media label, and you may not state or imply that Sun is responsible for any third-party software contained on the Media;
 - vii. You may not include any third party software on the Media which is intended to be a replacement or substitute for the Software;
 - viii. You shall indemnify Sun for all damages arising from your failure to comply with the requirements of this Agreement. In addition, you shall defend, at your expense, any and all claims brought against Sun by third parties, and shall pay all damages awarded by a court of competent jurisdiction, or such settlement amount negotiated by you, arising out of or in connection with your use, reproduction or distribution of the Software and/or the Publication. Your obligation to provide indemnification under this section shall arise provided that Sun:
 - a. provides you prompt notice of the claim;
 - b. gives you sole control of the defense and settlement of the claim;
 - c. provides you, at your expense, with all available information, assistance and authority to defend; and
 - d. has not compromised or settled such claim without your prior written consent; and

Notice

ix. You shall provide Sun with a written notice for each Publication; such notice shall include the following information:

1. title of Publication,
2. author(s),
3. date of Publication, and
4. ISBN or ISSN numbers.

Such notice shall be sent to Sun Microsystems, Inc., 4150 Network Circle, M/S

USCA12-110, Santa Clara, California 95054, U.S.A , Attention: Contracts Administration.

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

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

H. 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.

I. Installation and Auto-Update. The Software's installation and auto-update processes transmit a limited amount of data to Sun (or its service provider) about those specific processes to help Sun understand and optimize them. Sun does not associate the data with personally identifiable information. You can find more information about the data Sun collects at <http://java.com/data/>.

For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A.

The following component is subject to the Sun License for J2SDK

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

Copyright (c) 1996 Netscape Communications Corporation. All rights reserved.

Copyright 2003 Sun Microsystems, Inc. All rights reserved.

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

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

1.DEFINITIONS. "Software" means the identified above in binary form, any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Sun, and any user manuals, programming guides and other documentation provided to you by Sun under this Agreement. "Programs" mean Java applets and applications intended to run on the Java 2 Platform, Standard Edition (J2SETM platform) platform on Java-enabled general purpose desktop computers and servers.

2.LICENSE TO USE. Subject to the terms and conditions of this Agreement, including, but not limited to the Java Technology Restrictions of the Supplemental License Terms, Sun grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally Software complete and unmodified for the sole purpose of running Programs. Additional licenses for developers and/or publishers are granted in the Supplemental License Terms.

3.RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Licensed

Notice

Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement. Additional restrictions for developers and/or publishers licenses are set forth in the Supplemental License Terms.

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

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

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

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

8.SOFTWARE FROM SOURCES OTHER THAN SUN. You acknowledge that, by your use of optional features of the Software and/or by requesting services that require use of the optional features of the Software, the Software may automatically download, install, and execute software applications from sources other than Sun ("Other Software"). Sun makes no representations of a relationship of any kind to licensors of Other Software. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT

Notice

WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE OTHER SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.

9.TERMINATION. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. Upon Termination, you must destroy all copies of Software.

10.EXPORT REGULATIONS. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

11.TRADEMARKS AND LOGOS. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use you make of the Sun Marks inures to Sun's benefit.

12.U.S. GOVERNMENT RESTRICTED RIGHTS. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

13.GOVERNING LAW. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

14.SEVERABILITY. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

15.INTEGRATION. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order,

Notice

acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

SUPPLEMENTAL LICENSE TERMS

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

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

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

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

Notice

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

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

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

Notice

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

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

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

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

The following component is subject to the Sun MSV License

- msv - 20030807

Copyright (c) 2001-2003 Sun Microsystems, Inc. All Rights Reserved.

Sun MSV License

Copyright (c) 2001-2003 Sun Microsystems, Inc. All Rights Reserved.

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

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistribution 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 Sun Microsystems, Inc. or the names of contributors may be used to endorse or promote products derived from this software without specific prior written permission.

This software is provided "AS IS," without a warranty of any kind. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED. SUN AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITIES SUFFERED BY LICENSEE AS A RESULT OF OR RELATING TO USE, MODIFICATION OR DISTRIBUTION OF THE SOFTWARE OR ITS DERIVATIVES. IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You acknowledge that Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

The following component is subject to the W3C Document License 19980720

- W3C DOM Software - 1.1

*This license came from: <http://www.w3.org/Consortium/Legal/copyright-software-19980720>
Copyright © 1994-2001 World Wide Web Consortium, Massachusetts Institute of Technology,
Institut National de Recherche en Informatique et en Automatique, Keio University. All Rights Reserved.*

W3C® SOFTWARE NOTICE AND LICENSE

Copyright © 1994-2002 World Wide Web Consortium, (Massachusetts Institute of Technology, Institut National de Recherche en Informatique et en Automatique, Keio University). All Rights Reserved. <http://www.w3.org/Consortium/Legal/>

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

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

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

THIS SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT

Notice

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 August 14 1998 so as to improve compatibility with GPL. This version ensures that W3C software licensing terms are no more restrictive than GPL and consequently W3C software may be distributed in GPL packages. See the [older formulation](#) for the policy prior to this date. 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.

webmaster

(last updated \$Date: 2002/02/13 14:08:32 \$)

The following component is subject to the W3C Documentation License 2002

- w3c-docs - Unspecified

Copyright © [\$date-of-document] World Wide Web Consortium (Massachusetts Institute of Technology, European Research Consortium for Informatics and Mathematics, Keio University, Beihang). All Rights Reserved.

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

W3C® DOCUMENT LICENSE 20021231

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

Public documents on the W3C site are provided by the copyright holders under the following license. By using and/or copying this document, or the W3C document from which this statement is linked, you (the licensee) agree that you have read, understood, and will comply with the following terms and conditions:

Permission to copy, and distribute the contents of this document, or the W3C document from which this statement is linked, in any medium for any purpose and without fee or royalty is hereby granted, provided that you include the following on ALL copies of the document, or portions thereof, that you use:

1. A link or URL to the original W3C document.
2. The pre-existing copyright notice of the original author, or if it doesn't exist, a notice (hypertext is preferred, but a textual representation is permitted) of the form: "Copyright © [\$date-of-document] World Wide Web Consortium, (Massachusetts Institute of Technology, European Research Consortium for Informatics and Mathematics, Keio University). All Rights Reserved. <http://www.w3.org/Consortium/Legal/2002/copyright-documents-20021231>"
3. If it exists, the STATUS of the W3C document.

When space permits, inclusion of the full text of this NOTICE should be provided. We request that authorship attribution be provided in any software, documents, or other items or products that you create pursuant to the implementation of the contents of this document, or any portion thereof.

No right to create modifications or derivatives of W3C documents is granted pursuant to this license. However, if additional requirements (documented in the Copyright FAQ) are satisfied, the right to create

Notice

modifications or derivatives is sometimes granted by the W3C to individuals complying with those requirements.

THIS DOCUMENT IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE; THAT THE CONTENTS OF THE DOCUMENT ARE SUITABLE FOR ANY PURPOSE; NOR THAT THE IMPLEMENTATION OF SUCH CONTENTS 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 DOCUMENT OR THE PERFORMANCE OR IMPLEMENTATION OF THE CONTENTS THEREOF.

The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to this document or its contents without specific, written prior permission. Title to copyright in this document 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, moves information on style sheets, DTDs, and schemas to the Copyright FAQ, 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". See the older formulation for the policy prior to this date. Please see our Copyright FAQ for common questions about using materials from our site, such as the translating or annotating specifications. Other questions about this notice can be directed to site-policy@w3.org.

The following component is subject to the W3C License

- xml-canonicalizer - 1.0

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

W3C® SOFTWARE NOTICE AND LICENSE

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

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

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

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

br>

2. Any pre-existing intellectual property disclaimers, notices, or terms and conditions. If none exist, a short notice of the following form (hypertext is preferred, text is permitted) should be used within the body of any redistributed or derivative code: "Copyright © [\$date-of-software] World Wide Web Consortium, (Massachusetts Institute of Technology, Institut National de Recherche en Informatique et en Automatique, Keio University). All Rights Reserved. <http://www.w3.org/Consortium/Legal/>"

3. Notice of any changes or modifications to the W3C files, including the date changes were made. (We recommend you provide URIs to the location from which the code is derived.)

Notice

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

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

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

The following component is subject to the W3C Software Notice and License 20021231

- ◆ Project Contribution to libxml2 - Unspecified

*Copyright ©1999-2000 BP6.com, All rights reserved.
© Copyright Microsoft Corporation, 1999*

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

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

W3C® SOFTWARE NOTICE AND LICENSE 20021231

<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

Notice

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.

The following component is subject to the XConsortium License

◆ libxml-annot - 2.9.0

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

X Consortium License

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

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

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

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

The following component is subject to the libxml2 License

◆ libxml2 - 2.9.0

*Copyright (C) 1998-2012 Daniel Veillard. All Rights Reserved.
Copyright (C) 2001 Bjorn Reese*

Copyright (C) 1998, 2001 Bjorn Reese and Daniel Stenberg.

Copyright (C) 2000, 2012 Bjorn Reese and Daniel Veillard.

Copyright (C) 2000 Gary Pennington and Daniel Veillard.

copyright Netscape Communications, 1999

Copyright (C) 2002-2010 Aleksey Sanin

◆ libxml2 - contribution from Daniel Veillard - 2.9.0

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

libxml2 License

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

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

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

Notice

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

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

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

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

The following component is subject to the zlib/libpng License

◆ zlib - 1.1.3

Copyright 1995-2005 Jean-loup Gailly

The zlib/libpng License

Copyright (c) <year> <copyright holders>

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

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

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
3. This notice may not be removed or altered from any source distribution.