



1-800-SYBASE5
www.sybase.com

FREE DOWNLOAD COMPONENTS/THIRD PARTY TERMS AND CONDITIONS

PROGRAM: M-Business Anywhere ® v. 4.1

The Program contains open source and other free download components as identified below. Third party license terms and other third party-required notices are provided below.

Apache Software Foundation	Group 42
James Clark	Mozilla
Ralph Engelshchall	Perl
Thomas Lane	Jonathan Swartz
Jean-Loup Gailly and Mark Adler	Other

Apache Software Foundation

Components: Apache Web Server, Xalan, Xerces

Copyright © 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: (i) redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer; (ii) 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; (iii) the end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>)." Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear; (iv) the names "Apache", "Apache Software Foundation" and the names of the components identified above 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; and (v) 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.

James Clark

Component: ExPat

The MIT License

Copyright (c)

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

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

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

Ralph Engelshchall
Component: mod_ssl

Copyright (c) 1998-2001 Ralf S. Engelschall. 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 Ralf S. Engelschall rse@engelschall.com for use in the mod_ssl project (<http://www.modssl.org/>)."
4. The names "mod_ssl" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact rse@engelschall.com.
5. Products derived from this software may not be called "mod_ssl" nor may "mod_ssl" appear in their names without prior written permission of Ralf S. Engelschall.
6. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by Ralf S. Engelschall rse@engelschall.com for use in the mod_ssl project (<http://www.modssl.org/>)."

THIS SOFTWARE IS PROVIDED BY RALF S. ENGELSCHALL ``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 RALF S. ENGELSCHALL OR HIS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Thomas Lane
Component: JPEG Library

In plain English:

1. We don't promise that this software works. (But if you find any bugs, please let us know!)
2. You can use this software for whatever you want. You don't have to pay us.

3. You may not pretend that you wrote this software. If you use it in a program, you must acknowledge somewhere in your documentation that you've used the IJG code.

In legalese:

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

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

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

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

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

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

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

Jean-Loup Gailly and Mark Adler
Component: Zlib Compression Library
www.gzip.org/zlib/zlib-license.html

Copyright © 1995-2003 Jean-loup Gailly and Mark Adler. All rights reserved. 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.

Group 42

Component: PNG Reference Library

The PNG Reference Library is supplied "AS IS". The Contributing Authors and Group 42, Inc. disclaim all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The Contributing Authors and Group 42, Inc. assume no liability for direct, indirect, incidental, special, exemplary, or consequential

damages, which may result from the use of the PNG Reference Library, even if advised of the possibility of such damage.

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

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

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

Mozilla

Component: Mozilla JavaScript Engine

www.mozilla.org

This component is licensed under the Netscape Public License version 1.0, a copy of which is at Attachment A.

Perl

Component: Perl

Perl is provided under the GNU General Public License version 1, a copy of which is at Attachment B. This use of Perl is a "mere aggregation" with the Program. Source code for Perl is available from iAnywhere (contact Legal Department).

Jonathan Swartz

Component: Mason

Mason is provided under the GNU General Public License version 1, a copy of which is at Attachment B. This use of Mason is a "mere aggregation" with the Program. Source code for Mason is available from iAnywhere (contact Legal Department).

Other

The Program may also contain free download and/or open source content (such as header files) required for interoperation with the operating system(s) on which the product is designed to run.

ATTACHMENT A NETSCAPE PUBLIC LICENSE Version 1.0

1. Definitions.

- 1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.
- 1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.
- 1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.
- 1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.
- 1.5. "Executable" means Covered Code in any form other than Source Code.

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

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

1.8. "License" means this document.

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

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

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

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

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

1.12. "You" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

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

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell ("Utilize") the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof) and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

2.2. Contributor Grant.

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

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

3. Distribution Obligations.

3.1. Application of License.

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

3.2. Availability of Source Code.

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

3.3. Description of Modifications.

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

3.4. Intellectual Property Matters

(a) Third Party Claims.

If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled ``LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code, and this License in any documentation for the Source Code, where You describe recipients' rights relating to Covered Code. If You created one or more Modification(s), You may add your name as a Contributor to the notice described in Exhibit A. If it is not possible to put such notice in a particular Source Code file due to its structure, then you must include such notice in a location (such as a relevant directory file) where a user would be likely to look for such a notice. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

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

4. Inability to Comply Due to Statute or Regulation.

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

5. Application of this License.

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

6. Versions of the License.

6.1. New Versions.

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

6.2. Effect of New Versions.

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

6.3. Derivative Works.

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

7. DISCLAIMER OF WARRANTY.

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

8. TERMINATION.

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

9. LIMITATION OF LIABILITY.

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

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Santa Clara County, California, under the auspices of JAMS/EndDispute; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

Except in cases where another Contributor has failed to comply with Section 3.4, You are responsible for damages arising, directly or indirectly, out of Your utilization of rights under this License, based on the number of copies of Covered Code you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an equitable basis.

AMENDMENTS

Additional Terms applicable to the Netscape Public License.

I. Effect.

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

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

III. Netscape and logo.

This License does not grant any rights to use the trademark "Netscape", the "Netscape N and horizon" logo or the Netscape lighthouse logo, even if such marks are included in the Original Code.

IV. Inability to Comply Due to Contractual Obligation.

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

Source Code form, even if such code would otherwise be considered "Modifications" under this License.

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

V.1. In General.

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

V.2. Other Products.

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

V.3. Alternative Licensing.

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

VI. Arbitration and Litigation.

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

EXHIBIT A.

The contents of this file are subject to the Netscape Public License Version 1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.mozilla.org/NPL/> Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License. The Original Code is Mozilla Communicator client code, released March 31, 1998. The Initial Developer of the Original Code is Netscape Communications Corporation. Portions created by Netscape are Copyright (C) 1998 Netscape Communications Corporation. All Rights Reserved.
Contributor(s): _____."

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. This is due to time constraints encountered in simultaneously finalizing the License and in preparing the Original Code for release. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

ATTACHMENT B

GNU GENERAL PUBLIC LICENSE Version 1, February 1989

Copyright (C) 1989 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 license agreements of most software companies try to keep users at the mercy of those companies. By contrast, our 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. The

General Public License applies to the Free Software Foundation's software and to any other program whose authors commit to using it. You can use it for your programs, too.

When we speak of free software, we are referring to freedom, not price. Specifically, the General Public License is designed to make sure that you have the freedom to give away or sell copies of free software, 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 a 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 tell them their rights.

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

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

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

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

0. This License Agreement 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 work containing the Program or a portion of it, either verbatim or with modifications. Each licensee is addressed as "you".

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 General Public License and to the absence of any warranty; and give any other recipients of the Program a copy of this General Public License along with the Program. You may charge a fee for the physical act of transferring a copy.

2. You may modify your copy or copies of the Program or any portion of it, and copy and distribute such modifications under the terms of Paragraph 1 above, provided that you also do the following:

a) cause the modified files to carry prominent notices stating that you changed the files and the date of any change; and

b) cause the whole of any work that you distribute or publish, that in whole or in part contains the Program or any part thereof, either with or without modifications, to be licensed at no charge to all third parties under the terms of this General Public License (except that you may choose to grant warranty protection to some or all third parties, at your option).

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the simplest and most usual 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 General Public License.

d) 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.

Mere aggregation of another independent work with the Program (or its derivative) on a volume of a storage or distribution medium does not bring the other work under the scope of these terms.

3. You may copy and distribute the Program (or a portion or derivative of it, under Paragraph 2) in object code or executable form under the terms of Paragraphs 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 Paragraphs 1 and 2 above; or,

b) accompany it with a written offer, valid for at least three years, to give any third party free (except for a nominal charge for the cost of distribution) a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Paragraphs 1 and 2 above; or,

c) accompany it with the information you received as to where the corresponding source code may be obtained. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form alone.)

Source code for a work means the preferred form of the work for making modifications to it. For an executable file, complete source code means all the source code for all modules it contains; but, as a special exception, it need not include source code for modules which are standard libraries that accompany the operating system on which the executable file runs, or for standard header files or definitions files that accompany that operating system.

4. You may not copy, modify, sublicense, distribute or transfer the Program except as expressly provided under this General Public License. Any attempt otherwise to copy, modify, sublicense, distribute or transfer the Program is void, and will automatically terminate your rights to use the Program under this License. However, parties who have received copies, or rights to use copies, from you under this General Public License will not have their licenses terminated so long as such parties remain in full compliance.

5. By copying, distributing or modifying 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.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein.

7. 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 the 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 the license, you may choose any version ever published by the Free Software Foundation.

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

NO WARRANTY

9. 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.

10. 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

Appendix: 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 humanity, 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) 19yy
<name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 1, 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) 19xx 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 a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program `Gnomovision' (a program to direct compilers to make passes at assemblers) written by James Hacker.

That's all there is to it!

© Copyright 2013, Sybase Inc. - v 7.6