

## **THIRD PARTY COMPONENTS/THIRD PARTY TERMS AND CONDITIONS PROGRAM: Sybase® Control Center version 3.2.4**

Versions of the following third party components which are subject to additional or different terms and conditions provided by their third party licensors are included as part of the Program. The third party licensor terms and conditions are set forth below.

### **Apache Software Foundation**

#### **Components: Commons Library, Jetty, SNMP4J, XML, logging**

The Program includes software developed by the Apache Software Foundation. Copyright© 1999-2004 The Apache Software Foundation. All rights reserved. A copy of the Apache License v2.0 is attached as Attachment 1.

### **Sun Microsystems**

#### **Components: JINI and Security**

No third party license terms or additional notices required.

### **OpenSymphony**

#### **Component: Quartz**

All source code, binaries, documentation, and other files in the distribution of Quartz are subject to the following copyright and license agreement, unless otherwise documented: Copyright 2004-2005 OpenSymphony. Quartz is licensed under the Apache License Version 2.0, a copy of which is attached as Attachment 1. Unless required by 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 Apache License Version 2.0 for specific language governing permissions and limitations under the license.

### **Sun Microsystems**

#### **Component: SDK 6.0 (JRE 6.0)**

Sun has provided notice that this component contains third party components as set forth in Attachment 2.

### **Hibernate.org**

#### **Component: Hibernate**

This component is provided under the Lesser General Public License, a copy of which is at Attachment 3. Source code for this component may be requested for a period of three years after delivery by contacting: Sybase, Inc, Legal Department, One Sybase Drive, Dublin CA 94568 USA.

### **Adobe Systems Incorporated**

#### **Component: Blaze DS**

This Program includes software made available by Adobe Systems. The Adobe Systems software is provided subject to the following additional provisions. Copyright © 2008 Adobe Systems Incorporated. All rights reserved. Blaze DS is licensed under the Lesser General Public License (LGPL), a copy of which is at Attachment 3. A copy of the source code for the above component may be requested for a period of three years after delivery by contacting: Sybase, Inc, Legal Department, One Sybase Drive, Dublin CA 94568 U.S.A.

### **JDOM**

#### **Component: XML**

Copyright (C) 2000-2004 Jason Hunter & Brett McLaughlin. 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 disclaimer that follows these conditions in the documentation and/or other materials provided with the distribution. 3. The name "JDOM" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please

contact <request\_AT\_jdom\_DOT\_org>. 4. Products derived from this software may not be called "JDOM", nor may "JDOM" appear in their name, without prior written permission from the JDOM Project Management <request\_AT\_jdom\_DOT\_org>. In addition, we request (but do not require) that you include in the end-user documentation provided with the redistribution and/or in the software itself an acknowledgement equivalent to the following: "This product includes software developed by the JDOM Project (<http://www.jdom.org/>)." Alternatively, the acknowledgment may be graphical using the logos available at <http://www.jdom.org/images/logos>. 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 JDOM AUTHORS OR THE PROJECT 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 JDOM Project and was originally created by Jason Hunter <jhunter\_AT\_jdom\_DOT\_org> and Brett McLaughlin <brett\_AT\_jdom\_DOT\_org>. For more information on the JDOM Project, please see <<http://www.jdom.org/>>.

### **World Wide Web Consortium Component XML**

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 ýý [\$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 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.

### **OpenSAML.org**

#### **Component: OpenSAML**

The Program includes software made available by OpenSAML.org. Copyright© 1996-2008 Internet2. All rights reserved. The software is licensed under the Apache License v2.0, a copy of which is attached as Attachment 1.

**Eclipse Software****Component: Eclipse InfoCenter**

This Program includes Eclipse software licensed from Eclipse.org under the terms of the Eclipse Public License, a copy of which is attached as Attachment 4. Any provisions of this Agreement that conflict with the Eclipse Public License are not applicable to the Eclipse software. Source code for the component may be requested by contacting: Sybase, Inc, Legal Department, One Sybase Drive, Dublin CA 94568 U.S.A.

**Flexera Software****Component: InstallShield**

No third party license terms or additional notices required.

**Google Open Source****Component: flexlib**

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.

**Joe Walnes, XStream Committers****Component: XStream**

Copyright (c) 2003-2006, Joe Walnes

Copyright (c) 2006-2007, XStream Committers

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 XStream 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.

## **Adobe**

### **Component: cairngorm**

Copyright (c) 2007 - 2010 Adobe

All rights reserved.

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

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

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE 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.

## **Sybase Common Security Infrastructure 3.1.x Components**

### **Apache Software Foundation**

#### **Components: Apache xml-sec, Jakarta Commons BeanUtils, Jakarta Commons Digester, Commons Validator, Commons Logging, Struts and Xerces**

The Program includes software developed by the Apache Software Foundation. Copyright© 1999-2004 The Apache Software Foundation. All rights reserved. A copy of the Apache License v2.0 is attached hereto as Attachment 1.

### **OpenSAML.org**

#### **Component: OpenSAML**

The Program includes software made available by OpenSAML.org. Copyright© 1996-2006 Internet2. All rights reserved. The software is licensed under the Apache License v2.0, a copy of which is attached hereto as Attachment 1.

### **JRadius Project**

#### **Component: jradius-client.jar**

This software incorporates the JRadius (c) 2004-2005 by PicoPoint, B.V. All rights reserved. jradius-client.jar is licensed under the Lesser General Public License (LGPL), a copy of which is at Attachment 3. A copy of the source code for the above component may also be requested for a period of three years after delivery by contacting: Sybase, Inc, Legal Department, One Sybase Drive, Dublin CA 94568 U.S.A.

This Program includes **jConnect**, which includes the following Free Download Components:

### **Sun Microsystems**

#### **Components: SDK**

SDK includes code licensed from RSA Security, Inc. Some portions licensed from IBM are available at <http://oss.software.ibm.com/icu4j/>.

## **Sybase Enterprise Application Server v6.x Components**

Sybase Enterprise Application Server v6.x contains open source and other free download components as identified below.

**FREE DOWNLOAD COMPONENTS/THIRD PARTY TERMS AND CONDITIONS**

Program: Sybase® Enterprise Application Server, version 6.x (all editions)

The Program contains certain open source and other free download components for which the third party licensors provide additional terms and conditions and/or require additional notices. These are provided below.

**Apache Software Foundation**

Components: Ant, Axis, BCEL, Code Generation Library, Commons (various files), Geronimo, Jakarta-Oro, Scout, Soap,, Tomcat, Xalan, Xerces, XMLBeans

The Program includes software developed by the Apache Software Foundation. Copyright© 1999-2004 The Apache Software Foundation. All rights reserved. A copy of the Apache License v2.0 can be made available by Sybase on request.

**Object Refinery Limited**

Component: JfreeChart

This Program includes software made available by Object Refinery Limited. The Object Refinery software is provided subject to the following additional provisions. The JfreeChart software is Copyright © 2000-2003 Object Refinery Limited and contributors. Written by David Gilbert and others. All rights reserved. JfreeChart is licensed under the Lesser General Public License (LGPL) which can be made available by Sybase on request.

**Oracle Corporation**

Component: Oracle 9i JDBC Driver

This Program includes software developed by Oracle Corporation. The Oracle software is provided subject to the following additional provisions. "Open Source" software - software available without charge for use, modification and distribution - is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form. If you use Open Source software in conjunction with the programs, you must ensure that your use does not: (i) create, or purport to create, obligations of us with respect to the Oracle programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the Oracle programs. For example, you may not develop a software program using an Oracle program and an Open Source program where such use results in a program file(s) that contains code from both the Oracle program and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine the Oracle program with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Oracle program or any modifications thereto to become subject to the terms of the GPL. You may not redistribute the Oracle programs included in the Beta Programs. Oracle is a third party beneficiary to this Beta Software Test and Evaluation License Agreement.

**IBM Corporation**

Components: WSDL4J, UDDI4J and JUnit

This Program includes WSDL4J and JUnit software licensed from IBM under the terms of the Common Public License a copy of which can be made available by Sybase on request. Any provisions of this Agreement that conflict with the Common Public License are not applicable to the WSDL4j and JUnit software. Source code for WSDL4j and JUnit is available from Sybase at <http://www.sybase.com/detail?id=1026266> and <http://www.sybase.com/detail?id=1028089>, respectively.

**InflexionPoint Software**

Component: jUDDI

This Program includes jUDDI software from InflexionPoint, LLC which is provided subject to the following additional provisions. Copyright (c) 2002, InflexionPoint, LLC and contributors. 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 name of InflexionPoint, LLC 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. I NO EVENT SHALL THE COPYRIGHT HOLDERS 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.

**Intalio Software**

Component: Castor

This Program includes Castor software from Intalio, Inc. which is provided subject to the following additional provisions. The Castor software is copyright 2000-2002 © Intalio Inc. 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 "ExoLab" must not be used to endorse or promote products derived from this Software without prior written permission of Intalio Inc. For written permission, please contact

info@exolab.org. 4. Products derived from this Software may not be called "Castor" nor may "Castor" appear in their names without prior written permission of Intalio Inc. Exolab, Castor and Intalio are trademarks of Intalio Inc. 5. Due credit should be given to the ExoLab Project (<http://www.exolab.org/>). THIS SOFTWARE IS PROVIDED BY INTALIO 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 INTALIO 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.

#### **Legion of the Bouncy Castle**

##### **Component: Bouncy Castle**

Copyright © 2000 -2004 The Legion Of The Bouncy Castle (<http://www.bouncycastle.org>). Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions. The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 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.

#### **MetaStuff, Ltd.**

##### **Component: dom4j**

The Program includes software developed by MetaStuff, Ltd. The MetaStuff software is provided subject to the following additional provisions. Copyright © 2001 MetaStuff, Ltd. 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 "DOM4J" must not be used to endorse or promote products derived from this Software without prior written permission of MetaStuff, Ltd. For written permission, please contact [dom4j-info@metastuff.com](mailto:dom4j-info@metastuff.com). 4. Products derived from this Software may not be called "DOM4J" nor may "DOM4J" appear in their names without prior written permission of MetaStuff, Ltd. DOM4J is a registered trademark of MetaStuff, Ltd. 5. Due credit should be given to the DOM4J Project (<http://dom4j.org/>). THIS SOFTWARE IS PROVIDED BY METASTUFF, LTD. 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 METASTUFF, LTD. 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.

#### **MX4J Software.**

##### **Component: MX4J**

The Program includes software developed by MX4J which is provided subject to the following additional provisions. Copyright © 2001 MX4J. 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 MX4J project (<http://sourceforge.net/projects/mx4j>)." Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear. 4. The names "MX4J" and "mx4j" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [biorn\\_steadom@users.sourceforge.net](mailto:biorn_steadom@users.sourceforge.net). 5. Products derived from this software may not be called "MX4J", nor may "MX4J" appear in their name, without prior written permission of Simone Bordet. 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 CHRIS SEGUIN 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.

#### **Mort Bay Software**

##### **Component: Jetty**

This Program includes Jetty Package software made available by Mort Bay Consulting Pty. Ltd. Copyright © Mort Bay Consulting Pty. Ltd. (Australia) and others. All rights reserved. Individual

files in the Jetty Package may contain additional copyright notices. The javax.servlet packages are copyrighted materials of Sun Microsystems, Inc.

**Michael Roeschter**

**Component: Java Service Launcher**

No third party license terms or additional notices required.

**MX4J Software.**

**Component: MX4J**

The Program includes software developed by MX4J which is provided subject to the following additional provisions. Copyright © 2001 MX4J. 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 MX4J project (<http://sourceforge.net/projects/mx4j>)." Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear. 4. The names "MX4J" and "mx4j" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [biorn\\_steedom@users.sourceforge.net](mailto:biorn_steedom@users.sourceforge.net). 5. Products derived from this software may not be called "MX4J", nor may "MX4J" appear in their name, without prior written permission of Simone Bordet. 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 CHRIS SEGUIN 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.

**Sourceforge**

**Component: NetSNMP**

The Program includes software provided by Sourceforge. The Sourceforge software is provided subject to the following additional provisions.

1. Copyright 1989, 1991, 1992 by Carnegie Mellon University. Derivative Work - 1996, 1998-2000. Copyright 1996, 1998-2000 The Regents of the University of California. All Rights Reserved. Permission to use, copy, modify and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appears in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of CMU and The Regents of the University of California not be used in advertising or publicity pertaining to distribution of the software without specific written permission. CMU AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA DISCLAIM ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL CMU OR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM THE 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.

2. Copyright © 2001-2002, Networks Associates Technology, 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. 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 Networks Associates Technology, Inc 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 HOLDERS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3. Portions of this code are Copyright © 2001-2002, Cambridge Broadband Ltd. 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. The name of Cambridge Broadband Ltd. may not be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDER "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 HOLDER 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.

**Sun Microsystems**

**Components: Javamail, Java Web Services Developer Pack, JavaServer Faces Reference Implementation, Java Activation Framework, Java Runtime Environment, Java Connector API, JMS-Java Messaging API, JTA-Java Transaction API, JAAS API, JACC API, EJB-Enterprise Java Bean API and Java Developer Kit**

The Java Developer Kit software may include the following additional components:

CoolServlets Software. This Program may include CoolServlets software made available by CoolServlets.com. The CoolServlets software is provided subject to the following additional provisions. CS CodeViewer Copyright © 1999 CoolServlets.com. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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; and (iii) neither the name of CoolServlets.com nor the names of its contributors may be used to endorse or promote products derived from the CS CodeViewer software without prior written permission. 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 OR THEIR 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.

Jef Poskanzer Software. This Program may include DES and 3xDES software made available by Jef Poskanzer. The Jef Poskanzer software is provided subject to the following additional provisions. DES and 3xDES Copyright © 2000 Jef Poskanzer. 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; and (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. 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 OR THEIR 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.

Apache Software. The Program may include Xalan, Xerces, BCEL, Regular Expression Package and Resolver software made available by the Apache Software Foundation. The Apache software is provided subject to the Apache License v1.1. Copyright (c) 2001-2002 The Apache Software Foundation. All rights reserved.

Apache Software. The Program may include Xalan J2 software made available by the Apache Software Foundation under the terms of the Apache License v2.0. A copy of the Apache License v2.0 can be made available by Sybase on request. The Apache software is provided subject to the following provisions. Copyright (c) 2001-2002 The Apache Software Foundation. All rights reserved.

Nullsoft Software. This Program may include NSIS 1.0j made available by Nullsoft, Inc. The Nullsoft software is provided subject to the following additional provisions. Copyright (C) 1999-2000 Nullsoft, Inc. 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. Justin Frankel justin@nullsoft.com"

Portions licensed from IBM are available at: <http://oss.software.ibm.com/icu4j/>

Portions Copyright Eastman Kodak Company 1992.

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

Portions licensed from Taligent, Inc.



Graz University of Technology Software. This Program may include IAIK PKCS Wrapper made available by Graz University of Technology. The software is provided subject to the following additional provisions. Copyright (c) 2002 Graz University of Technology. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by IAIK of Graz University of Technology." Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear. 4. The names "Graz University of Technology" and "IAIK of Graz University of Technology" must not be used to endorse or promote products derived from this software without prior written permission. 5. Products derived from this software may not be called "IAIK PKCS Wrapper", nor may "IAIK" appear in their name, without prior written permission of Graz University of Technology. THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Worldwide Web Consortium Software. The Program may include Document Object Model (DOM) v. Level 3 made available by the Worldwide Web Consortium. The software is made available subject to the following provisions. <http://www.w3.org/Consortium/Legal/2002/copyright-software-20021231> This work (and included software, documentation such as READMEs, or other related items) is being provided by the copyright holders under the following license. By obtaining, using and/or copying this work, you (the licensee) agree that you have read, understood, and will comply with the following terms and conditions. Permission to copy, modify, and distribute this software and its documentation, with or without modification, for any purpose and without fee or royalty is hereby granted, provided that you include the following on ALL copies of the software and documentation or portions thereof, including modifications: 1. The full text of this NOTICE in a location viewable to users of the redistributed or derivative work. 2. Any pre-existing intellectual property disclaimers, notices, or terms and conditions. If none exist, the W3C Software Short Notice should be included (hypertext is preferred, text is permitted) within the body of any redistributed or derivative code. 3. Notice of any changes or modifications to the files, including the date changes were made. (We recommend you provide URIs to the location from which the code is derived.) THIS SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. COPYRIGHT HOLDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE SOFTWARE OR DOCUMENTATION. The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to the software without specific, written prior permission. Title to copyright in this software and any associated documentation will at all times remain with copyright holders. This formulation of W3C's notice and license became active on December 31 2002. This version removes the copyright ownership notice such that this license can be used with materials other than those owned by the W3C, reflects that ERCIM is now a host of the W3C, includes references to this specific dated version of the license, and removes the ambiguous grant of "use". Otherwise, this version is the same as the previous version and is written so as to preserve the Free Software Foundation's assessment of GPL compatibility and OSI's certification under the Open Source Definition. Please see our Copyright FAQ for common questions about using materials from our site, including specific terms and conditions for packages like libwww, Amaya, and Jigsaw. Other questions about this notice can be directed to [site-policy@w3.org](mailto:site-policy@w3.org).

Worldwide Web Consortium Software. The Program may include W3C XML Conformance Test Suites v. 20020606 developed by the Worldwide Web Consortium. Use of the software is made available subject to the following provisions. 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 ýý [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 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](mailto:site-policy@w3.org).

Worldwide Web Consortium Software. The Program may include W3C XML Schema Test Collection v.1.16.2 developed by the Worldwide Web Consortium. Use of the software is made available subject to the following provisions. 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/> Public documents on the W3C site are provided by the copyright holders under the following license. The software or Document Type Definitions (DTDs) associated with W3C specifications are governed by the Software Notice. 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 use, 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 of the form: "Copyright yyyy [date-of-document] 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/>" (Hypertext is preferred, but a textual representation is permitted.) 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 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 April 05 1999 so as to account for the treatment of DTDs, schema's and bindings. 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](mailto:site-policy@w3.org). webmaster (last updated by reagle on 1999/04/99.)

LGPL Software. The Program may include Common Unix Printing System API Libraries (CUPS API library). Use of any of this software is governed by the terms of the Library General Public License a copy of which may be obtained from Sybase upon request.

Mesa Software. The Program may include Mesa 3-D graphics library v.5 developed by Mark Kilgard. The software is made available subject to the following provisions. Mesa code include/GL/gl.h Brian Paul Mesa. GLX driver include/GL/glx.h Brian Paul Mesa. Ext registry include/GL/glex.h SGI SGI Free Bininclude/GL/glex.h. The Mesa distribution consists of several components. Different copyrights and licenses apply to different components. For example, GLUT is copyrighted by Mark Kilgard, some demo programs are copyrighted by SGI, some of the Mesa device drivers are copyrighted by their authors. See below for a list of Mesa's components and the copyright/license for each. The core Mesa library is licensed according to the terms of the XFree86 copyright (an MIT-style license). This allows integration with the XFree86/DRI project. Unless otherwise stated, the Mesa source code and documentation is licensed as follows: Copyright (C) 1999-2003 Brian Paul All Rights Reserved. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions: The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NONINFRINGEMENT. IN NO EVENT SHALL BRIAN PAUL BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE. SGI FREE SOFTWARE LICENSE B CAN BE MADE AVAILABLE FROM SYBASE UPON REQUEST.

Scott Hudson, Frank Flannery and Scott Ananian Software. The Program may include CUP Parser Generator for Java made available by Scott Hudson, Frank Flannery and Scott Ananian. The Scott Hudson, Frank Flannery and Scott Ananian software is made available subject to the following provisions. Copyright 1996-1999 by Scott Hudson, Frank Flannery, C. Scott Ananian. Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both the copyright notice and this permission notice and warranty disclaimer appear in supporting documentation, and that the names of the authors or their employers not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. The authors and their employers disclaim all warranties with regard to this software, including all implied warranties of merchantability and fitness. In no event shall the authors or their employers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of this software.

Elliot Joel Berk and Scott Ananian Software. The Program may include Jlex: A Lexical Analyzer Generator for Java made available by Elliot Joel Berk and Scott Ananian. The Elliot Joel Berk and Scott Ananian software is made available subject to the following provisions. Copyright 1996-2003 by Elliot Joel Berk and C. Scott Ananian. Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both the copyright notice and this permission notice and warranty disclaimer appear in supporting documentation, and that the name of the authors or their employers not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. The authors and their employers disclaim all warranties with regard to this software, including all implied warranties of merchantability and fitness. In no event shall the authors or their employers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of this software. Java is a trademark of Sun Microsystems, Inc. References to the Java programming language in relation to JLex are not meant to imply that Sun endorses this product.

SAX Software. The Program may include SAX software which is made available subject to the following provisions. Copyright Status SAX is free! In fact, it's not possible to own a license to SAX, since it's been placed in the public domain. No Warranty Because SAX is released to the public domain, there is no warranty for the design or for the software implementation, to the extent permitted by applicable law. Except when otherwise stated in writing the copyright holders and/or other parties provide SAX "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of SAX is with you. Should SAX prove defective, you assume the cost of all necessary servicing, repair or correction. In no event unless required by applicable law or agreed to in writing will any copyright holder, or any other party who may modify and/or redistribute SAX, be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use SAX (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties or a failure of the SAX to operate with any other programs), even if such holder or other party has been advised of the possibility of such damages. Copyright Disclaimers This page includes statements to that effect by David Megginson, who would have been able to claim copyright for the original work. SAX 1.0 Version 1.0 of the Simple API for XML (SAX), created collectively by the membership of the XML-DEV mailing list, is hereby released into the public domain. No one owns SAX: you may use it freely in both commercial and non-commercial applications, bundle it with your software distribution, include it on a CD-ROM, list the source code in a book, mirror the documentation at your own web site, or use it in any other way you see fit. David Megginson, sax@megginson.com 1998-05-11 SAX 2.0 I hereby abandon any property rights to SAX 2.0 (the Simple API for XML), and release all of the SAX 2.0 source code, compiled code, and documentation contained in this distribution into the Public Domain. SAX comes with NO WARRANTY or guarantee of fitness for any purpose. David Megginson, david@megginson.com 2000-05-05.

Cryptix Software. The Program may include Cryptix developed by the Cryptix Software Foundation. The software is made available subject to the following provisions. Copyright © 1995-2003 The Cryptix Foundation Limited. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: 1.Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer. 2.Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. THIS SOFTWARE IS PROVIDED BY THE CRYPTIX FOUNDATION LIMITED AND CONTRIBUTORS 'AS IS' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE CRYPTIX FOUNDATION LIMITED OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER

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

The Java Web Services Developer Pack software may include the following additional components:

Iso-relax.jar Software. The Program may include iso-relax.jar software. The software is provided subject to the following provisions. 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

Apache Software. The Program may include Resolver software made available by the Apache Software Foundation. The Apache software is provided subject to the Apache License v1.1. Copyright (c) 2001-2002 The Apache Software Foundation. All rights reserved.

Apache Software. The Program may include Xalan 2.x software made available by the Apache Software Foundation under the terms of the Apache License v2.0. A copy of the Apache License v2.0 can be made available by Sybase on request. The Apache software is provided subject to the following provisions. Copyright (c) 2001-2002 The Apache Software Foundation. All rights reserved.

Worldwide Web Consortium Software. The Program may include DOM Level 2 made available by the World Wide Web Consortium. The World Wide Web Consortium software is made available subject to the following provisions. 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 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.

Java Apache Project Software. The Program may include BCEL, Xindice, Apache XML Security and RegExp made available by the Java Apache Project. The Java Apache Project software is made available subject to the following provisions. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: Redistribution 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. All advertising materials mentioning features or use of this software must display the following acknowledgment: This product includes software developed by the Java Apache Project for use in the Apache JServ servlet engine project (<http://java.apache.org/>). The names "Apache JServ", "Apache JServ Servlet Engine" and "Java Apache Project" must not be used to endorse or promote products derived from this software without prior written permission. Products derived from this software may not be called "Apache JServ" nor may "Apache" nor "Apache JServ" appear in their names without prior written permission of the Java Apache Project. Redistribution of any form whatsoever must retain the following acknowledgment: This product includes software developed by the Java Apache Project for use in the Apache JServ servlet engine project (<http://java.apache.org/>). THIS SOFTWARE IS PROVIDED BY THE JAVA APACHE 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

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

Scott Hudson, Frank Flannery and Scott Ananian Software. The Program may include Jcup made available by Scott Hudson, Frank Flannery and Scott Ananian. The Scott Hudson, Frank Flannery and Scott Ananian software is made available subject to the following provisions. Copyright 1996-1999 by Scott Hudson, Frank Flannery, C. Scott Ananian. Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both the copyright notice and this permission notice and warranty disclaimer appear in supporting documentation, and that the names of the authors or their employers not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. The authors and their employers disclaim all warranties with regard to this software, including all implied warranties of merchantability and fitness. In no event shall the authors or their employers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of this software.

Elliot Joel Berk and Scott Ananian Software. The Program may include Jlex and Xerces v2.6.x made available by Elliot Joel Berk and Scott Ananian. The Elliot Joel Berk and Scott Ananian software is made available subject to the following provisions. Copyright 1996-2003 by Elliot Joel Berk and C. Scott Ananian. Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both the copyright notice and this permission notice and warranty disclaimer appear in supporting documentation, and that the name of the authors or their employers not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. The authors and their employers disclaim all warranties with regard to this software, including all implied warranties of merchantability and fitness. In no event shall the authors or their employers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of this software. Java is a trademark of Sun Microsystems, Inc. References to the Java programming language in relation to JLex are not meant to imply that Sun endorses this product. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: Redistribution 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. All advertising materials mentioning features or use of this software must display the following acknowledgment: This product includes software developed by the Java Apache Project for use in the Apache JServ servlet engine project (<http://java.apache.org/>). The names "Apache JServ", "Apache JServ Servlet Engine" and "Java Apache Project" must not be used to endorse or promote products derived from this software without prior written permission. Products derived from this software may not be called "Apache JServ" nor may "Apache" nor "Apache JServ" appear in their names without prior written permission of the Java Apache Project. Redistribution of any form whatsoever must retain the following acknowledgment: This product includes software developed by the Java Apache Project for use in the Apache JServ servlet engine project (<http://java.apache.org/>). THIS SOFTWARE IS PROVIDED BY THE JAVA APACHE 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 JAVA APACHE PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**University of Coimbra, Portugal**  
**Component: JAgent X**

The Program includes software provided by the University of Coimbra. The University of Coimbra software is provided subject to the following additional provisions. Copyright © 2000 University of Coimbra, Portugal. All Rights Reserved. Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of the University of Coimbra not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. University of Coimbra distributes this software in the hope that it will be useful but DISCLAIMS ALL WARRANTIES WITH REGARD TO IT, including all implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. In no event shall University of Coimbra be liable for any special, indirect or consequential damages (or any damages whatsoever) resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of this software.

**ASA Components**

This version of the Program includes Sybase ASA v.9.x which contains the following additional open source and free download components:

**Apache Software Foundation**

**Components: Xerces XML Parser**

Copyright© 1999-2003 The Apache Software Foundation. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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](mailto: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.

**Jean-Loup Gailly and Mark Adler**

**Component: Zlib Compression Library**

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.

**KeyWorks Software**

**Component: Keyhh.exe**

KeyHH is free. You may download it and install it on as many machines as you want for no charge. But first, let's get the legal stuff out of the way:

BECAUSE THIS PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THIS 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 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.

**Sun Microsystems**

**Components: JRE**

No third party license terms or notices.

**Open Server™ Components**

This version of the Program includes Sybase Open Server v.12.5.1 which contains the following additional open source and free download components:

**Sun Microsystems, Inc.**

**Components: Java Runtime Environment**

THE SUN SOFTWARE INCLUDES THE FOLLOWING ADDITIONAL THIRD PARTY COMPONENTS: CS CODEVEIWER FROM COOLSERVLETS.COM; DES AND 3XDES FROM JEF POSKANZER; CRIMSON AND XALAN J2 FROM APACHE; AND NSIS FROM NULLSOFT, INC.

CoolServlets Software. This Program includes CoolServlets software made available by CoolServlets.com. The CoolServlets software is provided subject to the following additional provisions. CS CodeViewer Copyright© 1999 CoolServlets.com. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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; and (iii) neither the name of CoolServlets.com nor the names of its contributors may be used to endorse or promote products derived from the CS CodeViewer software without prior written permission. 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 OR THEIR 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.

Jef Poskanzer Software. This Program includes DES and 3xDES software made available by Jef Poskanzer. The Jef Poskanzer software is provided subject to the following additional provisions. DES and 3xDES Copyright© 2000 Jef Poskanzer. 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; and (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. 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 OR THEIR 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.

Apache Software. Apache components 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](mailto: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.

Nullsoft component copyright © 1999-2000 Nullsoft, Inc. Use of any of this software is governed by the terms of the license below: 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. Justin Frankel [justin@nullsoft.com](mailto:justin@nullsoft.com).

#### MIT

##### Component: Kerberos

The Program includes software developed by the Massachusetts Institute of Technology. The MIT Kerberos software is provided subject to the following additional provisions.

1. Copyright © 1985-2004 by the Massachusetts Institute of Technology. All rights reserved. Export of this software from the United States of America may require a specific license from the United States Government. It is the responsibility of any person or organization contemplating export to obtain such a license before exporting. WITHIN THAT CONSTRAINT, permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of M.I.T. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Furthermore if you modify this software you must label your software as modified software and not distribute it in such a fashion that it might be confused with the original MIT software. M.I.T. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Individual source code files are copyright MIT, Cygnus Support, OpenVision, Oracle, Sun Soft, FundsXpress, and others. Project Athena, Athena, Athena MUSE, Discuss, Hesiod, Kerberos, Moira, and Zephyr are trademarks of the Massachusetts Institute of Technology (MIT). No commercial use of these trademarks may be made without prior written permission of MIT. "Commercial use" means use of a name in a product or other for-profit manner. It does NOT prevent a commercial firm from referring to the MIT trademarks in order to convey information (although in doing so, recognition of their trademark status should be given).

2. The following copyright and permission notice applies to the OpenVision Kerberos Administration system located in `kadmin/create`, `kadmin/dbutil`, `kadmin/passwd`, `kadmin/server`, `lib/kadm5`, and portions of `lib/rpc`: Copyright, OpenVision Technologies, Inc., 1996, All Rights Reserved. WARNING: Retrieving the OpenVision Kerberos Administration system source code, as described below, indicates your acceptance of the following terms. If you do not agree to the following terms, do not retrieve the OpenVision Kerberos administration system. You may freely use and distribute the Source Code and Object Code compiled from it, with or without modification, but this Source Code is provided to you "AS IS" EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. IN NO EVENT WILL OPENVISION HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF THE SOURCE CODE, OR THE FAILURE OF THE SOURCE CODE TO PERFORM, OR FOR ANY OTHER REASON. OpenVision retains all copyrights in the donated Source Code. OpenVision also retains copyright to derivative works of the Source Code, whether created by OpenVision or by a third party. The OpenVision copyright notice must be preserved if derivative works are made based on the donated Source Code.

3. Portions contributed by Matt Crawford [crawdadm@fnal.gov](mailto:crawdadm@fnal.gov) were work performed at Fermi National Accelerator Laboratory, which is operated by Universities Research Association, Inc., under contract DE-AC02-76CHO3000 with the U.S. Department of Energy.

4. The implementation of the Yarrow pseudo-random number generator in `src/lib/crypto/yarrow` has the following copyright: Copyright 2000 by Zero-Knowledge Systems, Inc. Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of Zero-Knowledge Systems, Inc. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Zero-Knowledge Systems, Inc. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. ZERO-KNOWLEDGE SYSTEMS, INC. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL ZERO-KNOWLEDGE SYSTEMS, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

5. The implementation of the AES encryption algorithm in `src/lib/crypto/aes` has the following copyright: Copyright © 2001, Dr Brian Gladman ([brg@gladman.uk.net](mailto:brg@gladman.uk.net)), Worcester, UK. All rights reserved. The free distribution and use of this software in both source and binary form is allowed (with or without changes) provided that: 1. distributions of this source code include the above copyright notice, this list of conditions and the following disclaimer; 2. distributions in binary form include the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other associated materials; 3. the copyright holder's name is not used to endorse products built using this software without specific written permission. This software is provided 'as is' with no explicit or implied warranties in respect of any properties, including, but not limited to, correctness and fitness for purpose.

OPEN GROUP

COMPONENT: MOTIF LIBRARY SOFTWARE



THIS PROGRAM ON THE LINUX PLATFORM ONLY INCLUDES MOTIF LIBRARY SOFTWARE LICENSED FROM THE OPEN GROUP UNDER THE TERMS OF THE OPEN GROUP PUBLIC LICENSE A COPY OF WHICH IS ATTACHED HERETO AS ATTACHMENT 1. ANY PROVISIONS OF THIS AGREEMENT THAT CONFLICT WITH THE OPEN GROUP PUBLIC LICENSE ARE NOT APPLICABLE TO THE MOTIF LIBRARY SOFTWARE. SOURCE CODE FOR THE MOTIF LIBRARY SOFTWARE IS AVAILABLE FROM SYBASE AT [HTTP://WWW.SYBASE.COM/DETAIL?ID=1029464](http://www.sybase.com/detail?id=1029464).

NETSCAPE COMMUNICATIONS

COMPONENT: LDAP

NO THIRD PARTY LICENSE TERMS OR ADDITIONAL NOTICES REQUIRED.

IBM CORPORATION

COMPONENT: XLC

THE PROGRAM INCLUDES SOFTWARE DEVELOPED BY IBM. THE IBM SOFTWARE IS PROVIDED SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS. THE PROGRAM CONTAINS RUNTIME MODULES OF XL C/C++ ADVANCED EDITION V7.0 FOR LINUX. COPYRIGHT © IBM CORPORATION 1991-2004. ALL RIGHTS RESERVED.

**Operating System Dependencies**

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

**THE OPEN GROUP PUBLIC LICENSE**

**MOTIF GRAPHICAL USER INTERFACE SOFTWARE**

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

**1. DEFINITIONS**

**"Contribution"** means:

- a. in the case of The Open Group, L.L.C. ("The Open Group"), the Original Program, and
- b. in the case of each Contributor,
  - i. changes to the Program, and i.
  - ii. 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. i. are separate modules of software distributed in conjunction with the Program under their own license agreement, even if the separate modules are linked in binary form to the Program, and
- ii. ii. are not derivative works of the Program.

**"Contributor"** means The Open Group and any other entity that distributes the Program.

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

**"Open Source"** programs mean software for which the source code is available without confidential or trade secret restrictions and for which the source code and object code are available for distribution without license charges.

**"Original Program"** means the original version of the software accompanying this Agreement as released by The Open Group, including source code, object code and documentation, if any.

**"Program"** means the Original Program and Contributions.

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

**2. GRANT OF RIGHTS**

The rights granted under this license are limited solely to distribution and sublicensing of the Contribution(s) on, with, or for operating systems which are themselves Open Source programs. Contact The Open Group for a license allowing distribution and sublicensing of the Original Program on, with, or for operating systems which are not Open Source programs.

- a. Subject to the terms of this Agreement and the limitations of this Section 2, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.
- b. Subject to the terms of this Agreement and the limitations of this Section 2, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
- c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual

property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

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

### 3. REQUIREMENTS

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

- a. a. it complies with the terms and conditions of this Agreement; and
- b. b. its license agreement:
  - i. 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. 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. iii. states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
  - iv. 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. a. it must be made available under this Agreement; and
- b. b. a copy of this Agreement must be included with each copy of the Program.

Each Contributor must include the following in a conspicuous location in the Program:

Copyright (c) {date here}, The Open Group Ltd. and others. All Rights Reserved.

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

### 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, subject to the limitations provided in Section 2, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must:

- a. a. promptly notify the Commercial Contributor in writing of such claim, and
- b. b. allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defence and any related settlement negotiations.

The Indemnified Contributor may participate in any such claim at its own expense.

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

## 5. NO WARRANTY

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

## 6. DISCLAIMER OF LIABILITY

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

## 7. GENERAL

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

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

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

The Open Group may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. No one other than The Open Group has the right to modify this Agreement. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

## **Sybase Adaptive Server Anywhere 11.0.x Components**

Adaptive Server Anywhere 11.0.x contains open source and other free download components as identified below.

### **Adobe Systems Incorporated**

#### **Component: Corelib**

Adobe Systems Incorporated(r) Source Code License Agreement Copyright(c) 2005 Adobe Systems Incorporated. All rights reserved. Please read this Source Code License Agreement carefully before using the source code. Adobe Systems Incorporated 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, and distribute this source code and such derivative works in source or object code form without any attribution requirements. The name "Adobe Systems

Incorporated" must not be used to endorse or promote products derived from the source code without prior written permission. You agree to indemnify, hold harmless and defend Adobe Systems Incorporated from and against any loss, damage, claims or lawsuits, including attorney's fees that arise or result from your use or distribution of the source code. THIS SOURCE CODE IS PROVIDED "AS IS" AND "WITH ALL FAULTS", WITHOUT ANY TECHNICAL SUPPORT OR ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT, TITLE OR QUIET ENJOYMENT. IN NO EVENT SHALL MACROMEDIA OR ITS SUPPLIERS 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 SOURCE CODE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### **Aladdin Enterprises**

#### **Component: MD5**

Copyright (C) 1999, 2000, 2002 Aladdin Enterprises. 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. L. Peter Deutsch (ghost@aladdin.com)

### **Apache Software Foundation**

#### **Components: Velocity Template Library, Commons-Codec, Commons-HttpClient,**

#### **Commons-Logging, Axis, Log4j Logging, Xerces XML Parser**

The above components are licensed under the Apache License version 2.0, a copy of which is at Attachment 1.

### **Eclipse.org**

#### **Component: Eclipse**

This Program includes Eclipse software licensed from Eclipse.org under the terms of the Eclipse Public License (see Attachment 5). Any provisions of this Agreement that conflict with the license are not applicable to the Eclipse software. Source code for the Eclipse software is available at <http://www.sybase.com/thirdpartysourcecode>. The Java Ssh Applet component of the Eclipse software is based on software developed by Cedric Gourio. Copyright © 1998 Cedric Gourio. All rights reserved.

(<http://www.cl.cam.ac.uk/~fapp2/software/java-ssh/>) (javassh@france-mail.com).

### **Jean-Loup Gailly and Mark Adler**

#### **Component: Zlib Compression Library**

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.

### **IBM Corporation**

#### **Component: ICU**

The ICU software is provided subject to the following additional provisions: Copyright © 1995-2002 International Business Machines Corporation and others. All rights reserved. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notices(s) and this permission notice appear in supporting documentation. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OF OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE. Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

### **Keywords Software**

#### **Component: Keyhh.exe**

The Program includes software developed by KeyWorks Software. The KeyWorks software is provided subject to the following additional provisions. KeyHH is free. You may download it and install it on as many machines as you want for no charge. But first, let's get the legal stuff out of the way: BECAUSE THIS PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THIS 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 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.

### **Microsoft Corporation**

#### **Components: VC++ Runtime Libraries, Debugging Tools, HTML Help, VSIP Support, XML Parser**

No third party license terms or additional notices required.

### **MIT**

#### **Component: MIT Kerberos**

The MIT Kerberos software is provided subject to the following additional provisions. 1. Copyright © 1985-2004 by the Massachusetts Institute of Technology. All rights reserved. Export of this software from the United States of America may require a specific license from the United States Government. It is the responsibility of any person or organization contemplating export to obtain such a license before exporting. WITHIN THAT CONSTRAINT, permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of M.I.T. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Furthermore if you modify this software you must label your software as modified software and not distribute it in such a fashion that it might be confused with the original MIT software. M.I.T. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. THIS SOFTWARE IS PROVIDED ``AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Individual source code files are copyright MIT, Cygnus Support, OpenVision, Oracle, Sun Soft, FundsXpress, and others. Project Athena, Athena, Athena MUSE, Discuss, Hesiod, Kerberos, Moira, and Zephyr are trademarks of the Massachusetts Institute of Technology (MIT). No commercial use of these trademarks may be made without prior written permission of MIT. "Commercial use" means use of a name in a product or other for-profit manner. It does NOT prevent a commercial firm from referring to the MIT trademarks in order to convey information (although in doing so, recognition of their trademark status should be given). 2. The following copyright and permission notice applies to the OpenVision Kerberos Administration system located in kadmin/create, kadmin/dbutil, kadmin/passwd, kadmin/server, lib/kadm5, and portions of lib/rpc: Copyright, OpenVision Technologies, Inc., 1996, All Rights Reserved. WARNING: Retrieving the OpenVision Kerberos Administration system source code, as described below, indicates your acceptance of the following terms. If you do not agree to the following terms, do not retrieve the OpenVision Kerberos administration system. You may freely use and distribute the Source Code and Object Code compiled from it, with or without modification, but this Source Code is provided to you "AS IS" EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. IN NO EVENT WILL OPENVISION HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF THE SOURCE CODE, OR THE FAILURE OF THE SOURCE CODE TO PERFORM, OR FOR ANY OTHER REASON. OpenVision retains all copyrights in the donated Source Code. OpenVision also retains copyright to derivative works of the Source Code, whether created by OpenVision or by a third party. The OpenVision copyright notice must be preserved if derivative works are made based on the donated Source Code. 3. Portions contributed by Matt Crawford <crawd@fnal.gov> were work performed at Fermi National Accelerator Laboratory, which is operated by Universities Research Association, Inc., under contract DE-AC02-76CHO3000 with the U.S. Department of Energy. 4. The implementation of the Yarrow pseudo-random number generator in src/lib/crypto/yarrow has the following copyright: Copyright 2000 by Zero-Knowledge Systems, Inc. Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of Zero-Knowledge Systems, Inc. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Zero-Knowledge Systems, Inc. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. ZERO-KNOWLEDGE SYSTEMS, INC. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL ZERO-KNOWLEDGE SYSTEMS, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM

LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE. 5. The implementation of the AES encryption algorithm in src/lib/crypto/aes has the following copyright: Copyright © 2001, Dr Brian Gladman (brg@gladman.uk.net), Worcester, UK. All rights reserved. The free distribution and use of this software in both source and binary form is allowed (with or without changes) provided that: 1. distributions of this source code include the above copyright notice, this list of conditions and the following disclaimer; 2. distributions in binary form include the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other associated materials; 3. the copyright holder's name is not used to endorse products built using this software without specific written permission. This software is provided 'as is' with no explicit or implied warranties in respect of any properties, including, but not limited to, correctness and fitness for purpose.

### **OpenSSL Project**

#### **Component: Open SSL**

The OpenSSL software is provided subject to the following additional provisions. Copyright © 1998-2001 The OpenSSL Project and Copyright © 1995-1998 Eric Young. 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) 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/>)" and "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; (iv) the names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [openssl-core@openssl.org](mailto:openssl-core@openssl.org); (v) 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; (vi) 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)"; and (vii) 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 AND ERIC YOUNG "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, TIM YOUNG OR THEIR 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.

### **Porter, Martin**

#### **Components: Snowball**

Copyright (c) 2001, Dr Martin Porter 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 component 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.

#### **Sun Microsystems**

##### **Component: Java Runtime Environment 1.6**

Sun has provided notice that this component contains third party components as set forth in Attachment 2.

#### **Sun Microsystems**

##### **Components: JavaBeans Activation Framework, JavaHelp API, JavaMail API**

No third party license terms or notices.

#### **University of Toronto**

##### **Components: regexp.c**

Copyright (c) 1986 by University of Toronto.\* Written by Henry Spencer. Not derived from licensed software. \* \* Permission is granted to anyone to use this software for any\* purpose on any computer system, and to redistribute it freely,\* subject to the following restrictions: \*\* 1. The author is not responsible for the consequences of use of\* this software, no matter how awful, even if they arise \* from defects in it.\* 2. The origin of this software must not be misrepresented, either by explicit claim or by omission.\* 3. Altered versions must be plainly marked as such, and must not\* be misrepresented as being the original software.\* Beware that some of this code is subtly aware of the way operator\* precedence is structured in regular expressions. Serious changes in\* regular-expression syntax might require a total rethink.

#### **Symbian**

##### **Components: Platform Software Developer Kits**

#### **Sony Ericsson**

##### **Components: Platform Software Developer Kits**

#### **Nokia**

##### **Components: Platform Software Developer Kits**

#### **Palm, Inc.**

##### **Component: Conduit Manager**

#### **a. InfoMaker 11.x**

SQL Anywhere 11.x includes InfoMaker 11.x which contains the following additional open source and free download components:

##### **Apache Software Foundation**

###### **Components: FOP and Xerces**

The Program includes software developed by the Apache Software Foundation ([www.apache.org](http://www.apache.org)). The Apache software is provided subject to the following additional provisions. Copyright © 1999-2003 The Apache Software Foundation. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following

conditions are met: (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", "FOP", "Xerces" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [apache@apache.org](mailto: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.

## **Sun Microsystems**

### **Components: Java Runtime Environment**

The Sun JRE includes Crimson and Xalan J2 from Apache, CS CodeViewer from CoolServlets.com, DES and 3xDES from Jef Poskanzer, and NSIS from NullSoft, Inc.

1. CoolServlets Software. This Program includes CoolServlets software made available by CoolServlets.com. The CoolServlets software is provided subject to the following additional provisions. CS CodeViewer Copyright © 1999 CoolServlets.com. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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; and (iii) neither the name of CoolServlets.com nor the names of its contributors may be used to endorse or promote products derived from the CS CodeViewer software without prior written permission. 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 OR THEIR 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.

2. Jef Poskanzer Software. This Program includes DES and 3xDES software made available by Jef Poskanzer. The Jef Poskanzer software is provided subject to the following additional provisions. DES and 3xDES Copyright © 2000 Jef Poskanzer. 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; and (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. 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 OR THEIR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**3. NULLSOFT COMPONENT COPYRIGHT © 1999-2000 NULLSOFT, INC. USE OF ANY OF THIS SOFTWARE IS GOVERNED BY THE TERMS OF THE LICENSE BELOW: 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. JUSTIN FRANKEL JUSTIN@NULLSOFT.COM.**

#### **Microsoft Corporation**

**Components: Microsoft Data Access Components (MDAC), VC Redistributables, and MFC Runtime files**

**No further licenses or third party-required notices.**

#### **SQL Anywhere Components**

InfoMakcer 11.1 includes SQL Anywhere v10.0 which incorporates the following open source and free download components.

#### **Aladdin Enterprises**

##### **Component: MD5**

Copyright (C) 1999, 2000, 2002 Aladdin Enterprises. 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.

L. Peter Deutsch (ghost@aladdin.com)

**Apache Software Foundation****Components: Xerces XML Parser**

Copyright© 1999-2003 The Apache Software Foundation. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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](mailto: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.

**Apache Software Foundation****Components: Velocity Template Library, Commons-Codec, Commons-HttpClient, Commons-Logging, Axis**

The above components are licensed under the Apache License version 2.0, a copy of which is at Attachment 1.

**Jean-Loup Gailly and Mark Adler****Component: Zlib Compression Library**

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.

## **IBM Corporation**

### **Component: ICU**

The ICU software is provided subject to the following additional provisions: Copyright © 1995-2002 International Business Machines Corporation and others. All rights reserved. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notices(s) and this permission notice appear in supporting documentation. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OF OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE. Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

## **Microsoft Corporation**

### **Components: VC++ Runtime Libraries, Debugging Tools, HTML Help, VSIP Support, XML Parser**

No third party license terms or additional notices required.

## **MIT**

### **Component: MIT Kerberos**

The MIT Kerberos software is provided subject to the following additional provisions.

1. Copyright © 1985-2004 by the Massachusetts Institute of Technology. All rights reserved. Export of this software from the United States of America may require a specific license from the United States Government. It is the responsibility of any person or organization contemplating export to obtain such a license before exporting. WITHIN THAT CONSTRAINT, permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of M.I.T. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Furthermore if you modify this software you must label your software as modified software and not distribute it in such a fashion that it might be confused with the original MIT software. M.I.T. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Individual source code files are copyright MIT, Cygnus Support, OpenVision, Oracle, Sun Soft,

FundsXpress, and others. Project Athena, Athena, Athena MUSE, Discuss, Hesiod, Kerberos, Moira, and Zephyr are trademarks of the Massachusetts Institute of Technology (MIT). No commercial use of these trademarks may be made without prior written permission of MIT.

"Commercial use" means use of a name in a product or other for-profit manner. It does NOT prevent a commercial firm from referring to the MIT trademarks in order to convey information (although in doing so, recognition of their trademark status should be given).

2. The following copyright and permission notice applies to the OpenVision Kerberos Administration system located in kadmin/create, kadmin/dbutil, kadmin/passwd, kadmin/server, lib/kadm5, and portions of lib/rpc: Copyright, OpenVision Technologies, Inc., 1996, All Rights Reserved. WARNING: Retrieving the OpenVision Kerberos Administration system source code, as described below, indicates your acceptance of the following terms. If you do not agree to the following terms, do not retrieve the OpenVision Kerberos administration system. You may freely use and distribute the Source Code and Object Code compiled from it, with or without modification, but this Source Code is provided to you "AS IS" EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. IN NO EVENT WILL OPENVISION HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF THE SOURCE CODE, OR THE FAILURE OF THE SOURCE CODE TO PERFORM, OR FOR ANY OTHER REASON. OpenVision retains all copyrights in the donated Source Code. OpenVision also retains copyright to derivative works of the Source Code, whether created by OpenVision or by a third party. The OpenVision copyright notice must be preserved if derivative works are made based on the donated Source Code.

3. Portions contributed by Matt Crawford <crawdad@fnal.gov> were work performed at Fermi National Accelerator Laboratory, which is operated by Universities Research Association, Inc., under contract DE-AC02-76CHO3000 with the U.S. Department of Energy.

**4. The implementation of the Yarrow pseudo-random number generator in src/lib/crypto/yarrow has the following copyright: Copyright 2000 by Zero-Knowledge Systems, Inc. Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of Zero-Knowledge Systems, Inc. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Zero-Knowledge Systems, Inc. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. ZERO-KNOWLEDGE SYSTEMS, INC. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL ZERO-KNOWLEDGE SYSTEMS, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.**

**5. The implementation of the AES encryption algorithm in src/lib/crypto/aes has the following copyright: Copyright © 2001, Dr Brian Gladman (brg@gladman.uk.net), Worcester, UK. All rights reserved. The free distribution and use of this software in both source and binary form is allowed (with or without changes) provided that: 1. distributions of this source code include the above copyright notice, this list of conditions and the following disclaimer; 2. distributions in binary form include the above copyright**

**notice, this list of conditions and the following disclaimer in the documentation and/or other associated materials; 3. the copyright holder's name is not used to endorse products built using this software without specific written permission. This software is provided 'as is' with no explicit or implied warranties in respect of any properties, including, but not limited to, correctness and fitness for purpose.**

#### **Sun Microsystems**

**Components: JRE, Sun Java Architecture for XML Binding, JavaBeans Activation Framework, JavaHelp API, JavaMail API**

No third party license terms or notices.

**SQL Anywhere 10.0 includes InfoMaker 10.5. Free Download Components in InfoMaker 10.5 are identified below:**

#### **Sun Microsystems**

**Components: Java Runtime Environment (JRE), Java 2 Standard Edition (J2SE)**

The Sun JRE includes Crimson and Xalan J2 from Apache, CS CodeViewer from CoolServlets.com, DES and 3xDES from Jef Poskanzer, and NSIS from NullSoft, Inc.

1. CoolServlets Software. This Program includes CoolServlets software made available by CoolServlets.com. The CoolServlets software is provided subject to the following additional provisions. CS CodeViewer Copyright © 1999 CoolServlets.com. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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; and (iii) neither the name of CoolServlets.com nor the names of its contributors may be used to endorse or promote products derived from the CS CodeViewer software without prior written permission. 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 OR THEIR 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.

2. Jef Poskanzer Software. This Program includes DES and 3xDES software made available by Jef Poskanzer. The Jef Poskanzer software is provided subject to the following additional provisions. DES and 3xDES Copyright © 2000 Jef Poskanzer. 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; and (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. 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 OR THEIR

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

3. Nullsoft component copyright © 1999-2000 Nullsoft, Inc. Use of any of this software is governed by the terms of the license below: 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. Justin Frankel justin@nullsoft.com.

**Microsoft**

**Corporation**

**Components: Microsoft Data Access Components (MDAC), VC Redistributables, and MFC Runtime files**

No further licenses or third party-required notices.

#### **b. PowerDesigner 12.5**

SQL Anywhere 11. includes PowerDesigner 12.5 which contains the following additional open source and free download components:

##### **Apache Software Foundation**

##### **Components: XML Parser and Xerces C++ Parser**

The Program includes software developed by the Apache Software Foundation ([www.apache.org](http://www.apache.org)). The Apache software is provided subject to the following additional provisions. Copyright © 1999-2000 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: (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 "Xerces" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [apache@apache.org](mailto: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.

**Glenn Randers-Pehrson**

**Component: libPNG**

The Program includes software developed by Glenn Randers-Pehrson and others which is provided subject to the following additional provisions. Copyright © 2000-2002 Glenn Randers-Pehrson and the following individual Contributing Authors: Simon-Pierre Cadieux, Eric S. Raymond and Gilles Vollant. All rights reserved. If you modify libPNG you may insert additional notices. 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. THE PNG REFERENCE LIBRARY IS SUPPLIED "AS IS". THIS LIBRARY IS PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK OF SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER. 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.

**Microsoft Corporation**

**Components: HTML Help, VB Script, Microsoft Data Access Components, Visual C++ Runtime, VB Redistributables (richtx32.ocx), Visual Studio SDK Redistributables and Windows Common Controls**

No third party license terms or additional notices required.

**Adobe Systems Incorporated**

**Component: Acrobat Reader**

No third party license terms or additional notices required.

**URFIN JUS**

**Component: HuntERR**

No third party license terms or additional notices required.

**Georgia Tech Research Corporation**

**Component: Cyberfridge**

Cyberfridge is Copyright 2004, Georgia Tech Research Corporation, Atlanta, Georgia 30332-0415. All Rights Reserved.

**Macrovision FLEXnet Publisher (License Module) Components.** The Program includes FlexNET Publisher (License Module) which contains the following additional open source and free download components:

**Apache Software Foundation**

**Components: axis-ant.jar, axis.jar, commons-discovery.jar, commons-logging.jar, log4j-1.2.8.jar, saaj.jar, wsdl4j.jar**

Copyright© 1999-2003 The Apache Software Foundation. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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](mailto: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.

### **OpenSSL Project**

#### **Component: OpenSSL**

1. Copyright (c) 1998-2005 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](mailto:openssl-core@openssl.org). 5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project. 6. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)" THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. This product includes cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)). This product includes software written by Tim Hudson ([tjh@cryptsoft.com](mailto:tjh@cryptsoft.com)).

2. Original SSLeay License

Copyright (C) 1995-1998 Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)) All rights reserved. This package is an SSL implementation written by Eric Young ([ey@cryptsoft.com](mailto:ey@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](mailto:tjh@cryptsoft.com)). Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: 1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com))" The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-). 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](mailto:tjh@cryptsoft.com))" THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The license and distribution terms for any publicly available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution license [including the GNU Public License.]

### **gSoap Project**

#### **Component: gSoap**

This component is licensed under the Mozilla Public License version 1.1, a copy of which is at Attachment 6.

**Adaptive Server Anywhere Components.** The Program includes Adaptive Server® Anywhere v.9.x which contains the following additional open source and free download components:

#### **Apache Software Foundation**

##### **Components: Xerces XML Parser**

Copyright© 1999-2003 The Apache Software Foundation. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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](mailto: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.

### **Jean-Loup Gailly and Mark Adler**

#### **Component: Zlib Compression Library**

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.

### **KeyWorks Software**

#### **Component: Keyhh.exe**

KeyHH is free. You may download it and install it on as many machines as you want for no charge. But first, let's get the legal stuff out of the way: BECAUSE THIS PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THIS 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 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.

**Sun Microsystems**

**Components: JRE**

No third party license terms or notices.

**Operating System Dependencies.** This 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.

**c. DataWindow .NET 2.5**

SQL Anywhere 11.x includes DataWindow .NET 2.5 which contains the following additional open source and free download components:

**Apache Software Foundation**

**Components: Xerces and FOP**

The Program includes software developed by the Apache Software Foundation ([www.apache.org](http://www.apache.org)). The Apache software is provided subject to the following additional provisions. Copyright © 1999-2006 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", "FOP", "Axis", "Xerces" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [apache@apache.org](mailto: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.

**Microsoft Corporation**

**Components: Microsoft Data Access Components (MDAC), VC Redistributables, GDIPLUS.dll, ATL71.dll, and MFC Runtime files**

No further licenses or required notices.

**Sun Microsystems**

**Components: JavaHelp**

No third party license terms or additional notices required.

**Sun Microsystems**

**Component: Java Runtime Edition 1.5**

JRE 1.5 includes third party components. The terms and conditions relating to such third party components is provided in Attachment 7.

### **Sun Microsystems**

#### **Component: Java Developer Kit 1.4**

The Java Runtime Environment software includes Crimson and Xalan from Apache; CS CodeVeiver from Coolservlets.com; DES and 3xDES from Jef Poskanzer; and NSIS from NullSoft, Inc.

### **CoolServlets Software**

#### **Component: CS CodeViewer**

This Program includes CoolServlets software made available by CoolServlets.com. The CoolServlets software is provided subject to the following additional provisions. CS CodeViewer Copyright © 1999 CoolServlets.com. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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; and (iii) neither the name of CoolServlets.com nor the names of its contributors may be used to endorse or promote products derived from the CS CodeViewer software without prior written permission. 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 OR THEIR 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.

### **Jef Poskanzer Software**

#### **Components: DES and 3xDES**

This Program includes DES and 3xDES software made available by Jef Poskanzer. The Jef Poskanzer software is provided subject to the following additional provisions. DES and 3xDES Copyright © 2000 Jef Poskanzer. 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; and (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. 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 OR THEIR 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.

**NULLSOFT, INC.**

## **COMPONENT: NSIS 1.0J**

This Program includes software made available by Nullsoft, Inc. The Nullsoft software is provided subject to the following additional provisions. Copyright © 1999-2000 Nullsoft, Inc. Use of any of this software is governed by the terms of the license below: 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. Justin Frankel [justin@nullsoft.com](mailto:justin@nullsoft.com).

### **Adaptive Server Anywhere Components**

DataWindow .NET 2.5 includes Adaptive Server® Anywhere v10.x which incorporates the following open source and free download components.

### **Apache Software Foundation**

#### **Components: Xerces XML Parser**

Copyright© 1999-2003 The Apache Software Foundation. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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](mailto: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.

### **Jean-Loup Gailly and Mark Adler**

#### **Component: Zlib Compression Library**

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.

#### **KeyWorks Software**

##### **Component: Keyhh.exe**

KeyHH is free. You may download it and install it on as many machines as you want for no charge. But first, let's get the legal stuff out of the way: BECAUSE THIS PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THIS 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 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.

#### **Sun Microsystems**

##### **Components: JRE**

No third party license terms or notices.

#### **Other**

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

#### **d. DataWindow .NET 2.5**

SQL Anywhere 11.x includes Open Server 15.0 which contains the following additional open source and free download components:

#### **Hewlett-Packard**

##### **Component: HP-UX Runtime Environment for the Java 2 Platform**

Hewlett-Packard. (Includes Crimson and Xalan from Apache; CS CodeViewer from Coolservlets.com; DES and 3xDES from Jef Poskanzer; and NSIS from NullSoft, Inc.)

a. CoolServlets Software. This Program includes CoolServlets software made available by CoolServlets.com. The CoolServlets software is provided subject to the following additional provisions. CS CodeViewer Copyright© 1999 CoolServlets.com. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (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; and (iii) neither the name of CoolServlets.com nor the names of its contributors may be used to endorse or promote products derived from the CS CodeViewer software without prior written permission.



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 OR THEIR 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.

b. Jef Poskanzer Software. This Program includes DES and 3xDES software made available by Jef Poskanzer. The Jef Poskanzer software is provided subject to the following additional provisions. DES and 3xDES Copyright© 2000 Jef Poskanzer. 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; and (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. 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 OR THEIR 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.

c. Apache components 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](mailto: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.

d. Nullsoft component copyright © 1999-2000 Nullsoft, Inc. Use of any of this software is governed by the terms of the license below: 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. Justin Frankel [justin@nullsoft.com](mailto:justin@nullsoft.com).

#### **Sun Microsystems**

**Components: JRE 1.4.x** Certain of these components include JRE code licensed from RSA Security, Inc. Some portions licensed from IBM are available at <http://oss.software.ibm.com/icu4j/>.

#### **IBM CORPORATION**

COMPONENT: XLC

The Program includes software developed by IBM. The IBM software is provided subject to the following additional provisions. The Program contains runtime modules of XL C/C++ Advanced Edition v7.0 for Linux. Copyright © IBM Corporation 1991-2004. All Rights Reserved.

#### **MIT**

##### **Component: Kerberos**

The Program includes software developed by the Massachusetts Institute of Technology. The MIT Kerberos software is provided subject to the following additional provisions.

1. Copyright © 1985-2004 by the Massachusetts Institute of Technology. All rights reserved. Export of this software from the United States of America may require a specific license from the United States Government. It is the responsibility of any person or organization contemplating export to obtain such a license before exporting. WITHIN THAT CONSTRAINT, permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of M.I.T. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Furthermore if you modify this software you must label your software as modified software and not distribute it in such a fashion that it might be confused with the original MIT software. M.I.T. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. THIS SOFTWARE IS PROVIDED ``AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Individual source code files are copyright MIT, Cygnus Support, OpenVision, Oracle, Sun Soft, FundsXpress, and others. Project Athena, Athena MUSE, Discuss, Hesiod, Kerberos, Moira, and Zephyr are trademarks of the Massachusetts Institute of Technology (MIT). No commercial use of these trademarks may be made without prior written permission of MIT. "Commercial use" means use of a name in a product or other for-profit manner. It does NOT prevent a commercial firm from referring to the MIT trademarks in order to convey information (although in doing so, recognition of their trademark status should be given).

2. The following copyright and permission notice applies to the OpenVision Kerberos Administration system located in kadmin/create, kadmin/dbutil, kadmin/passwd, kadmin/server, lib/kadm5, and portions of lib/rpc: Copyright, OpenVision Technologies, Inc., 1996, All Rights Reserved. WARNING: Retrieving the OpenVision Kerberos Administration system source code, as described below, indicates your acceptance of the following terms. If you do not agree to the following terms, do not retrieve the OpenVision Kerberos administration system. You may freely use and distribute the Source Code and Object Code compiled from it, with or without modification, but this Source Code is provided to you "AS IS" EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER

WARRANTY, WHETHER EXPRESS OR IMPLIED. IN NO EVENT WILL OPENVISION HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF THE SOURCE CODE, OR THE FAILURE OF THE SOURCE CODE TO PERFORM, OR FOR ANY OTHER REASON. OpenVision retains all copyrights in the donated Source Code. OpenVision also retains copyright to derivative works of the Source Code, whether created by OpenVision or by a third party. The OpenVision copyright notice must be preserved if derivative works are made based on the donated Source Code.

3. Portions contributed by Matt Crawford [crawdadm@fnal.gov](mailto:crawdadm@fnal.gov) were work performed at Fermi National Accelerator Laboratory, which is operated by Universities Research Association, Inc., under contract DE-AC02-76CHO3000 with the U.S. Department of Energy.

4. The implementation of the Yarrow pseudo-random number generator in `src/lib/crypto/yarrow` has the following copyright: Copyright 2000 by Zero-Knowledge Systems, Inc. Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of Zero-Knowledge Systems, Inc. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Zero-Knowledge Systems, Inc. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty. ZERO-KNOWLEDGE SYSTEMS, INC. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL ZERO-KNOWLEDGE SYSTEMS, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

5. The implementation of the AES encryption algorithm in `src/lib/crypto/aes` has the following copyright: Copyright © 2001, Dr Brian Gladman ([brg@gladman.uk.net](mailto:brg@gladman.uk.net)), Worcester, UK. All rights reserved. The free distribution and use of this software in both source and binary form is allowed (with or without changes) provided that: 1. distributions of this source code include the above copyright notice, this list of conditions and the following disclaimer; 2. distributions in binary form include the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other associated materials; 3. the copyright holder's name is not used to endorse products built using this software without specific written permission. This software is provided 'as is' with no explicit or implied warranties in respect of any properties, including, but not limited to, correctness and fitness for purpose.

## OPENSSL PROJECT

### COMPONENT: OPENSSL

1. Copyright (c) 1998-2006 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](mailto:openssl-core@openssl.org). 5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project. 6. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)" THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS'' AND ANY EXPRESSED OR IMPLIED

WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. This product includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

## 2. Original SSLey License

Copyright (C) 1995-1998 Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)) All rights reserved. This package is an SSL implementation written by Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). The implementation was written so as to conform with Netscape's SSL. This library is free for commercial and non-commercial use as long as the following conditions are adhered to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com). Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: 1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)" The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-). 4. If you include any Windows specific code (or a derivative thereof) from

the apps directory (application code) you must include an acknowledgement: "This product includes software written by Tim Hudson (tjh@cryptsoft.com)" THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The licence and distribution terms for any publicly available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence [including the GNU Public Licence.]

## **OPEN GROUP**

### **COMPONENT: MOTIF LIBRARY SOFTWARE**

This Program on the Linux platform only includes Motif Library software licensed from the Open Group under the terms of the Open Group Public License a copy of which is attached as Attachment 8. Any

provisions of this Agreement that conflict with the Open Group Public License are not applicable to the Motif Library software. Source code for the Motif Library software is available from Sybase on request: Sybase, Inc., Attn: Legal Department, One Sybase Drive, Dublin, California 94568.

## **OpenLDAP Foundation**

### **Components: OpenLDAP**

The OpenLDAP Public License

Version 2.8, 17 August 2003

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 in source form must retain copyright statements and notices,
2. Redistributions in binary form must reproduce applicable copyright statements and notices, this list of conditions, and the following disclaimer in the documentation and/or other materials provided with the distribution, and
3. Redistributions must contain a verbatim copy of this document.

The OpenLDAP Foundation may revise this license from time to time. Each revision is distinguished by a version number. You may use this Software under terms of this license revision or under the terms of any subsequent revision of the license.

THIS SOFTWARE IS PROVIDED BY THE OPENLDAP FOUNDATION AND ITS 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 OPENLDAP FOUNDATION, ITS CONTRIBUTORS, OR THE AUTHOR(S) OR OWNER(S) OF THE SOFTWARE 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 names of the authors and copyright holders must not be used in advertising or otherwise to promote the sale, use or other dealing in this Software without specific, written prior permission. Title to copyright in this Software shall at all times remain with copyright holders.

OpenLDAP is a registered trademark of the OpenLDAP Foundation.

Copyright 1999-2003 The OpenLDAP Foundation, Redwood City, California, USA. All Rights Reserved. Permission to copy and distribute verbatim copies of this document is granted.

## **NETSCAPE COMMUNICATIONS**

### **COMPONENT: LDAP**

NO THIRD PARTY LICENSE TERMS OR ADDITIONAL NOTICES REQUIRED.

## **STARTERTOOL.COM**

### **COMPONENT: STARTERTOOL**

NO THIRD PARTY LICENSE TERMS OR ADDITIONAL NOTICES REQUIRED.

## **OPENLINK SOFTWARE**

### **COMPONENT: ODBC SOFTWARE**

THE PROGRAM INCLUDES SOFTWARE DEVELOPED BY OPENLINK SOFTWARE AND KE JIN. THE IODBC SOFTWARE IS PROVIDED SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS. 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; AND (III) NEITHER THE NAME OF OPENLINK SOFTWARE, INC NOR THE NAMES OF ITS CONTRIBUTORS MAY BE USED TO ENDORSE OR PROMOTE PRODUCTS DERIVED FROM THIS SOFTWARE WITHOUT PRIOR WRITTEN PERMISSION. THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS 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 OPENLINK 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.

**Other**

The Program may also contain other free download and/or open source content(including but not limited to header files) required for interoperation with the operating system(s) on which the product is designed to run, and/or with third party applications.

ATTACHMENT 1

**Apache License  
Version 2.0, January 2004  
<http://www.apache.org/licenses/>**

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity

exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their

Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

- (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
- (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
- (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
- (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed



with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.
9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License");

you may not use this file except in compliance with the License.  
You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

## ATTACHMENT 2 Sun SDK 1.6

DO NOT TRANSLATE OR LOCALIZE.

%% The following software may be included in this product: CS CodeViewer v1.0; Use of any of this software is governed by the terms of the license below:  
Copyright 1999 by CoolServlets.com.

Any errors or suggested improvements to this class can be reported as instructed on CoolServlets.com. We hope you enjoy this program... your comments will encourage further development!  
This software is distributed under the terms of the BSD License. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

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

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

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

%% The following software may be included in this product: Crimson v1.1.1 ; Use of any of this software is governed by the terms of the license below:

/\*

\* The Apache Software License, Version 1.1  
\*  
\*  
\* Copyright (c) 1999-2000 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/>)."  
\* Alternately, this acknowledgment may appear in the software itself,  
\* if and wherever such third-party acknowledgments normally appear.  
\*  
\* 4. The names "Crimson" 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](mailto: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 and was  
\* originally based on software copyright (c) 1999, International  
\* Business Machines, Inc., <http://www.ibm.com>. For more  
\* information on the Apache Software Foundation, please see  
\* <http://www.apache.org/>.  
\*/

%% The following software may be included in this product: Xalan J2;  
Use of any of this software is governed by the terms of the license  
below:

Apache License  
Version 2.0, January 2004  
<http://www.apache.org/licenses/>

#### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

##### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition,

"control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally

submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable

copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their

Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions.

Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A

PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special,

incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[ ]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License");  
you may not use this file except in compliance with the License.  
You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

%% The following software may be included in this product: NSIS 1.0j;  
Use of any of this software is governed by the terms of the license below:

Copyright (C) 1999-2000 Nullsoft, Inc.

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. Justin Frankel [justin@nullsoft.com](mailto:justin@nullsoft.com)"

%% Some Portions licensed from IBM are available at:  
<http://www.ibm.com/software/globalization/icu/>

%% Portions Copyright Eastman Kodak Company 1992

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

%% Portions licensed from Taligent, Inc.

%% The following software may be included in this product:IAIK PKCS Wrapper; Use of any of this software is governed by the terms of the license below:

Copyright (c) 2002 Graz University of Technology. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

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

"This product includes software developed by IAIK of Graz University of Technology."

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

4. The names "Graz University of Technology" and "IAIK of Graz University of Technology" must not be used to endorse or promote products derived from this software without prior written permission.

5. Products derived from this software may not be called "IAIK PKCS Wrapper", nor may "IAIK" appear in their name, without prior written permission of Graz University of Technology.

THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR



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

%% The following software may be included in this product: Document Object Model (DOM) v. Level 3; Use of any of this software is governed by the terms of the license below:

W3C SOFTWARE NOTICE AND LICENSE

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

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

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

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

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

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

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

---

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

%% The following software may be included in this product: Xalan, Xerces; Use of any of this software is governed by the terms of the license below: /\*

```
* The Apache Software License, Version 1.1
*
*
* Copyright (c) 1999-2003 The Apache Software Foundation. All rights
* reserved.
*
* Redistribution and use in source and binary forms, with or without
* modification, are permitted provided that the following conditions
* are met:
*
* 1. Redistributions of source code must retain the above copyright
* notice, this list of conditions and the following disclaimer. *
* 2. Redistributions in binary form must reproduce the above copyright
* notice, this list of conditions and the following disclaimer in
* the documentation and/or other materials provided with the
* distribution.
*
* 3. The end-user documentation included with the redistribution,
* if any, must include the following acknowledgment:
*     "This product includes software developed by the
*     Apache Software Foundation (http://www.apache.org/)."
* Alternately, this acknowledgment may appear in the software
itself, * if and wherever such third-party acknowledgments normally
appear. *
* 4. The names "Xerces" 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 and was  
\* originally based on software copyright (c) 1999, International  
\* Business Machines, Inc., <http://www.ibm.com>. For more  
\* information on the Apache Software Foundation, please see  
\*

%% The following software may be included in this product: W3C XML  
Conformance Test Suites v. 20020606; Use of any of this software is  
governed by the terms of the license below:

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 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.

%% The following software may be included in this product: W3C XML Schema Test Collection v. 1.16.2; Use of any of this software is governed by the terms of the license below: W3C DOCUMENT 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/>

Public documents on the W3C site are provided by the copyright holders under the following license. The software or Document Type Definitions (DTDs) associated with W3C specifications are governed by the Software Notice. 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 use, 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 of the form: "Copyright © [date-of-document] 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/>" (Hypertext is preferred, but a textual representation is permitted.)
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 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 April 05 1999 so as to account for the treatment of DTDs, schema's and bindings. 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](mailto:site-policy@w3.org).  
webmaster  
(last updated by reagle on 1999/04/99.)

%% The following software may be included in this product: Mesa 3-D graphics library v. 5; Use of any of this software is governed by the terms of the license below: core Mesa code include/GL/gl.h Brian Paul Mesa

GLX driver	include/GL/glx.h	Brian Paul	Mesa
Ext registry	include/GL/glext.h include/GL/glxext.h	SGI	SGI Free B

Mesa license:

The Mesa distribution consists of several components. Different copyrights and licenses apply to different components. For example, GLUT is copyrighted by Mark Kilgard, some demo programs are copyrighted by

SGI, some of the Mesa devicedrivers are copyrighted by their authors. See below for a list of Mesa's components and the copyright/license for each.

The core Mesa library is licensed according to the terms of the XFree86 copyright (an MIT-style license). This allows integration with the XFree86/DRI project. Unless otherwise stated, the Mesa source code and documentation is licensed as follows:

Copyright (C) 1999-2003 Brian Paul All Rights Reserved.

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

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

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

SGI FREE SOFTWARE LICENSE B (Version 1.1 [02/22/2000])

#### 1. Definitions.

1.1 "Additional Notice Provisions" means such additional provisions as appear in the Notice in Original Code under the heading "Additional Notice Provisions."  
1.2 "Covered Code" means the Original Code or Modifications, or any combination thereof.  
1.3 "Hardware" means any physical device that accepts input, processes input, stores the results of processing, and/or provides output.  
1.4 "Larger Work" means a work that combines Covered Code or portions thereof with code not governed by the terms of this License.  
1.5 "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.  
1.6 "License" means this document.  
1.7 "Licensed Patents" means patent claims Licensable by SGI that are infringed by the use or sale of Original Code or any Modifications provided by SGI, or any combination thereof.  
1.8 "Modifications" means any addition to or deletion from the substance or structure of the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:  
A. Any addition to the contents of a file containing Original Code and/or addition to or deletion from the contents of a file containing previous Modifications.  
B. Any new file that contains any part of the Original Code or previous Modifications.  
1.9 "Notice" means any notice in Original Code or Covered Code, as required by and in compliance with this License.  
1.10 "Original Code" means source code of computer software code that is described in the source code Notice required by Exhibit A as Original Code, and updates and error corrections

specifically thereto.1.11 "Recipient" 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 8. For legal entities, "Recipient" includes any entity that controls, is controlled by, or is under common control with Recipient. For purposes of this definition, "control" of an entity means (a) the power, direct or indirect, to direct or manage such entity, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.1.12 "Recipient Patents" means patent claims Licensable by a Recipient that are infringed by the use or sale of Original Code or any Modifications provided by SGI, or any combination thereof. 1.13 "SGI" means Silicon Graphics, Inc.

1.14 "SGI Patents" means patent claims Licensable by SGI other than the Licensed Patents.2. License Grant and Restrictions.

2.1 SGI License Grant. Subject to the terms of this License and any third party intellectual property claims, for the duration of intellectual property protections inherent in the Original Code, SGI hereby grants Recipient a worldwide, royalty-free, non-exclusive license, to do the following: (i) under copyrights Licensable by SGI, to reproduce, distribute, create derivative works from, and, to the extent applicable, display and perform the Original Code and/or any Modifications provided by SGI alone and/or as part of a Larger Work; and (ii) under any Licensable Patents, to make, have made, use, sell, offer for sale, import and/or otherwise transfer the Original Code and/or any Modifications provided by SGI. Recipient accepts the terms and conditions of this License by undertaking any of the aforementioned actions. The patent license shall apply to the Covered Code if, at the time any related Modification is added, such addition of the Modification causes such combination to be covered by the Licensed Patents. The patent license in Section 2.1(ii) shall not apply to any other combinations that include the Modification. No patent license is provided under SGI Patents for infringements of SGI Patents by Modifications not provided by SGI or combinations of Original Code and Modifications not provided by SGI. 2.2 Recipient License Grant. Subject to the terms of this License and any third party intellectual property claims, Recipient hereby grants SGI and any other Recipients a worldwide, royalty-free, non-exclusive license, under any Recipient Patents, to make, have made, use, sell, offer for sale, import and/or otherwise transfer the Original Code and/or any Modifications provided by SGI.2.3 No License For Hardware Implementations. The licenses granted in Section 2.1 and 2.2 are not applicable to implementation in Hardware of the algorithms embodied in the Original Code or any Modifications provided by SGI .3. Redistributions.

3.1 Retention of Notice/Copy of License. The Notice set forth in Exhibit A, below, must be conspicuously retained or included in any and all redistributions of Covered Code. For distributions of the Covered Code in source code form, the Notice must appear in every file that can include a text comments field; in executable form, the Notice and a copy of this License must appear in related documentation or collateral where the Recipient's rights relating to Covered Code are described. Any Additional Notice Provisions which actually appears in the Original Code must also be retained or included in any and all redistributions of Covered Code.3.2 Alternative License. Provided that Recipient is in compliance with the terms of this License, Recipient may, so long as without derogation of any of SGI's rights in and to the Original Code, distribute the source code and/or executable version(s) of Covered Code under (1) this License; (2) a license identical to this License but for

only such changes as are necessary in order to clarify Recipient's role as licensor of Modifications; and/or (3) a license of Recipient's choosing, containing terms different from this License, provided that the license terms include this Section 3 and Sections 4, 6, 7, 10, 12, and 13, which terms may not be modified or superseded by any other terms of such license. If Recipient elects to use any license other than this License, Recipient must make it absolutely clear that any of its terms which differ from this License are offered by Recipient alone, and not by SGI. It is emphasized that this License is a limited license, and, regardless of the license form employed by Recipient in accordance with this Section 3.2, Recipient may relicense only such rights, in Original Code and Modifications by SGI, as it has actually been granted by SGI in this License.

3.3 Indemnity. Recipient hereby agrees to indemnify SGI for any liability incurred by SGI as a result of any such alternative license terms Recipient offers.

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

5. No Trademark Or Other Rights. This License does not grant any rights to: (i) any software apart from the Covered Code, nor shall any other rights or licenses not expressly granted hereunder arise by implication, estoppel or otherwise with respect to the Covered Code; (ii) any trade name, trademark or service mark whatsoever, including without limitation any related right for purposes of endorsement or promotion of products derived from the Covered Code, without prior written permission of SGI; or (iii) any title to or ownership of the Original Code, which shall at all times remain with SGI. All rights in the Original Code not expressly granted under this License are reserved.

6. Compliance with Laws; Non-Infringement. There are various worldwide laws, regulations, and executive orders applicable to dispositions of Covered Code, including without limitation export, re-export, and import control laws, regulations, and executive orders, of the U.S. government and other countries, and Recipient is reminded it is obliged to obey such laws, regulations, and executive orders. Recipient may not distribute Covered Code that (i) in any way infringes (directly or contributorily) any intellectual property rights of any kind of any other person or entity or (ii) breaches any representation or warranty, express, implied or statutory, to which, under any applicable law, it might be deemed to have been subject.

7. Claims of Infringement. If Recipient learns of any third party claim that any disposition of Covered Code and/or functionality wholly or partially infringes the third party's intellectual property rights, Recipient will promptly notify SGI of such claim.

8. Versions of the License. SGI may publish revised and/or new versions of the License from time to time, each with a distinguishing version number. Once Covered Code has been published under a particular version of the License, Recipient may, for the duration of the license, continue to use it under the terms of that version, or choose to use such Covered Code under the terms of any subsequent version published by SGI. Subject to the provisions of Sections 3 and 4 of this License, only SGI may modify the terms applicable to Covered Code created under this License.

9. DISCLAIMER OF WARRANTY. COVERED CODE IS PROVIDED "AS IS." ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF



MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SGI ASSUMES NO RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, SGI ASSUMES NO COST OR LIABILITY FOR SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY IS AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT SUBJECT TO THIS DISCLAIMER.10. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES NOR LEGAL THEORY, WHETHER TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHERWISE, SHALL SGI OR ANY SGI LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SGI'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO RECIPIENT.11. Indemnity. Recipient shall be solely responsible for damages arising, directly or indirectly, out of its utilization of rights under this License. Recipient will defend, indemnify and hold harmless Silicon Graphics, Inc. from and against any loss, liability, damages, costs or expenses (including the payment of reasonable attorneys fees) arising out of Recipient's use, modification, reproduction and distribution of the Covered Code or out of any representation or warranty made by Recipient.12. U.S. Government End Users. The Covered Code is a "commercial item" consisting of "commercial computer software" as such terms are defined in title 48 of the Code of Federal Regulations and all U.S. Government End Users acquire only the rights set forth in this License and are subject to the terms of this License.13. Miscellaneous. This License represents the complete agreement concerning the its subject matter. If any provision of this License is held to be unenforceable, such provision shall be reformed so as to achieve as nearly as possible the same legal and economic effect as the original provision and the remainder of this License will remain in effect. This License shall be governed by and construed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents. Any litigation relating to this License shall be subject to the exclusive jurisdiction of the Federal Courts of the Northern District of California (or, absent subject matter jurisdiction in such courts, the courts of the State of California), with venue lying exclusively in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation that provides that the language of a contract shall be construed against the drafter shall not apply to this License.

#### Exhibit A

License Applicability. Except to the extent portions of this file are made subject to an alternative license as permitted in the SGI Free Software License B, Version 1.1 (the "License"), the contents of this file are subject only to the provisions of the License. You may not use this file except in compliance with the License. You may obtain a copy

of the License at Silicon Graphics, Inc., attn: Legal Services, 1600 Amphitheatre Parkway, Mountain View, CA 94043-1351, or at: <http://oss.sgi.com/projects/FreeB>

Note that, as provided in the License, the Software is distributed on an "AS IS" basis, with ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Original Code. The Original Code is: [name of software, version number, and release date], developed by Silicon Graphics, Inc. The Original Code is Copyright (c) [dates of first publication, as appearing in the Notice in the Original Code] Silicon Graphics, Inc. Copyright in any portions created by third parties is as indicated elsewhere herein. All Rights Reserved. Additional Notice Provisions: [such additional provisions, if any, as appear in the Notice in the Original Code under the heading "Additional Notice Provisions"]

%% The following software may be included in this product: Byte Code Engineering Library (BCEL) v. 5; Use of any of this software is governed by the terms of the license below:

Apache Software License

/\*

```
=====
* The Apache Software License, Version 1.1
*
* Copyright (c) 2001 The Apache Software
Foundation. Allrights
* reserved.
*
* Redistribution and use in source and binary
forms, withor without
* modification, are permitted provided that the
followingconditions
* are met:
*
* 1. Redistributions of source code must retain
the abovecopyright
* notice, this list of conditions and the
followingdisclaimer.
*
* 2. Redistributions in binary form must
reproduce theabove copyright
* notice, this list of conditions and the
followingdisclaimer in
* the documentation and/or other materials
providedwith the
* distribution.
*
* 3. The end-user documentation included with
theredistribution,
* 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 thesoftware itself,
```

```

*   if and wherever such third-party
acknowledgments normally appear.
*
* 4. The names "Apache" and "Apache Software
Foundation" and
promote products
written permission. For
apache@apache.org.
be called "Apache",
their name, without
Software Foundation.
*
* THIS SOFTWARE IS PROVIDED ``AS IS'' AND ANY
EXPRESSED OR IMPLIED
IMPLIED WARRANTIES
PURPOSE ARE
SOFTWARE FOUNDATION OR
INDIRECT, INCIDENTAL,
(INCLUDING, BUT NOT
SERVICES; LOSS OF
INTERRUPTION) HOWEVER CAUSED AND
CONTRACT, STRICT LIABILITY,
ARISING IN ANY WAY OUT
THE POSSIBILITY OF
*
*   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
* .
*/

```

%% The following software may be included in this product: Regexp, Regular Expression Package v. 1.2; Use of any of this software is governed by the terms of the license below: The Apache Software License, Version 1.1  
Copyright (c) 2001 The Apache Software Foundation. All rights reserved.  
Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:  
"This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>)."  
Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "Apache" and "Apache Software Foundation" and "Apache Turbine" 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](mailto:apache@apache.org).
5. Products derived from this software may not be called "Apache", "Apache Turbine", 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>.

%% The following software may be included in this product: CUP Parser Generator for Java v. 0.10k; Use of any of this software is governed by

the terms of the license below: CUP Parser Generator Copyright Notice, License, and Disclaimer

Copyright 1996-1999 by Scott Hudson, Frank Flannery, C. Scott Ananian  
Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both the copyright notice and this permission notice and warranty disclaimer appear in supporting documentation, and that the names of the authors or their employers not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission.

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

%% The following software may be included in this product: JLex: A Lexical Analyzer Generator for Java v. 1.2.5; Use of any of this software is governed by the terms of the license below: JLEX COPYRIGHT NOTICE, LICENSE AND DISCLAIMER.

Copyright 1996-2003 by Elliot Joel Berk and C. Scott Ananian

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

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

Java is a trademark of Sun Microsystems, Inc. References to the Java programming language in relation to JLex are not meant to imply that Sun endorses this product.

%% The following software may be included in this product: SAX v. 2.0.1; Use of any of this software is governed by the terms of the license below: Copyright Status

SAX is free!

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

No Warranty

Because SAX is released to the public domain, there is no warranty for the design or for the software implementation, to the extent permitted by applicable law. Except when otherwise stated in writing the copyright holders and/or other parties provide SAX "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of SAX is with you. Should SAX prove defective, you assume the cost of all necessary servicing, repair or correction.

In no event unless required by applicable law or agreed to in writing will any copyright holder, or any other party who may modify and/or redistribute SAX, be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use SAX (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties or a failure of the SAX to operate with any other programs), even if such holder or other party has been advised of the possibility of such damages.

Copyright Disclaimers

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

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

No one owns SAX: you may use it freely in both commercial and non-commercial applications, bundle it with your software distribution, include it on a CD-ROM, list the

source code in a book, mirror the documentation at your own web site, or use it in any other way you see fit.

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

SAX 2.0

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

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

%% The following software may be included in this product: Cryptix; Use of any of this software is governed by the terms of the license below: Cryptix General License

Copyright © 1995-2003 The Cryptix Foundation Limited. All rights reserved.

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

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

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

%% The following software may be included in this product: W3C XML Schema Test Collection; Use of any of this software is governed by the terms of the license below:

W3C® DOCUMENT 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/>

Public documents on the W3C site are provided by the copyright holders under the following license. The software or Document Type Definitions (DTDs) associated with W3C specifications are governed by the Software Notice. 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 use, 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 of the form: "Copyright © [date-of-document] 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/>" (Hypertext is preferred, but a textual representation is permitted.)
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 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 April 05 1999 so as to account for the treatment of DTDs, schema's and bindings. 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 by reagle on 1999/04/99.)

%% The following software may be included in this product: Stax API;  
Use of any of this software is governed by the terms of the license below:  
Streaming API for XML (JSR-173) Specification  
Reference Implementation  
License Agreement

READ THE TERMS OF THIS (THE "AGREEMENT") CAREFULLY BEFORE VIEWING OR USING THE SOFTWARE LICENSED HEREUNDER. BY VIEWING OR USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO ORIGINAL CONTRIBUTOR, DEFINED HEREIN.

#### 1.0 DEFINITIONS.

1.1. "BEA" means BEA Systems, Inc., the licensor of the Original Code.

1.2. "Contributor" means BEA and each entity that creates or contributes to the creation of Modifications.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof and corresponding documentation released with the source code.

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

1.5. "FCS" means first commercial shipment of a product.

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

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

(b) Any new file that contains any part of the Original Code or previous Modifications.

1.7. "Original Code" means Source Code of computer software code Reference Implementation.

1.8. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent for which the grantor has the right to grant a license.

1.9. "Reference Implementation" means the prototype or "proof of concept" implementation of the Specification developed and made available for license by or on behalf of BEA.

1.10. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated documentation, interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice.

1.11. "Specification" means the written specification for the Streaming API for XML, Java technology developed pursuant to the Java Community Process.

1.12. "Technology Compatibility Kit" or "TCK" means the documentation, testing tools and test suites associated with the Specification as may be revised by BEA from time to time, that is provided so that an implementer of the Specification may determine if its implementation is compliant with the Specification.

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

## 2.0 SOURCE CODE LICENSE.

2.1. Copyright Grant. Subject to the terms of this Agreement, each Contributor hereby grants You a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Covered Code of such Contributor, if any, and such derivative works, in Source Code and Executable form.

2.2. Patent Grant. Subject to the terms of this Agreement, each Contributor hereby grants You a non-exclusive, worldwide, royalty-free patent license under the Patent Claims to make, use, sell, offer to sell, import and otherwise transfer the Covered Code prepared and provided by such Contributor, if any, in Source Code and Executable form. This patent license shall apply to the Covered Code if, at the time a Modification is added by the Contributor, such addition of the Modification causes such combination to be covered by the Patent Claims. The patent license shall not apply to any other combinations which include the Modification.

2.3. Conditions to Grants. You understand that although each Contributor grants the licenses to the Covered Code prepared by it, no assurances are provided by any Contributor that the Covered Code does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to You for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, You hereby assume sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow You to distribute Covered Code, it is Your responsibility to acquire that license before distributing such code.

2.4. Contributors' Representation. Each Contributor represents that to its knowledge it has sufficient copyright rights in the Covered Code it provides, if any, to grant the copyright license set forth in this Agreement.

### 3.0 DISTRIBUTION RESTRICTIONS.

#### 3.1. Application of Agreement.

The Modifications which You create or to which You contribute are governed by the terms of this Agreement, including without limitation Section 2.0. The Source Code version of Covered Code may be distributed only under the terms of this Agreement or a future version of this Agreement released under Section 6.1, and You must include a copy of this Agreement with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this Agreement or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.3.

### 3.2. Description of Modifications.

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

%% The following software may be included in this product: X Window System; Use of any of this software is governed by the terms of the license below:  
Copyright The Open Group

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

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

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

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

Portions also covered by other licenses as noted in the above URL.

%% The following software may be included in this product: dom4j v. 1.6; Use of any of this software is governed by the terms of the license below:  
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 "DOM4J" must not be used to endorse or promote products derived from this Software without prior written permission of MetaStuff, Ltd. For written permission, please contact dom4j-info@metastuff.com.

4. Products derived from this Software may not be called "DOM4J" nor may "DOM4J" appear in their names without prior written permission of MetaStuff, Ltd. DOM4J is a registered trademark of MetaStuff, Ltd.

5. Due credit should be given to the DOM4J Project - <http://www.dom4j.org>

THIS SOFTWARE IS PROVIDED BY METASTUFF, LTD. 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 METASTUFF, LTD. 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.

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

%% The following software may be included in this product: Retroweaver;  
Use of any of this software is governed by the terms of the license below:

Copyright (c) February 2004, Toby Reyelts  
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 Toby Reyelts nor the names of his contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

%% The following software may be included in this product: stripper;  
Use of any of this software is governed by the terms of the license  
below:

Stripper : debug information stripper  
Copyright (c) 2003 Kohsuke Kawaguchi  
All rights reserved.

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

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

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

CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF  
SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR  
BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY,  
WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR  
OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF  
ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

%% The following software may be included in this product: libpng  
official PNG reference library; Use of any of this software is governed  
by the terms of the license below:

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

COPYRIGHT NOTICE, DISCLAIMER, and LICENSE:

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

libpng version 1.2.6, December 3, 2004, is  
Copyright (c) 2004 Glenn Randers-Pehrson, and is  
distributed according to the same disclaimer and license as libpng-  
1.2.5 with the following individual added to the list of Contributing  
Authors  
Cosmin Truta

libpng versions 1.0.7, July 1, 2000, through 1.2.5 - October 3, 2002,  
are Copyright (c) 2000-2002 Glenn Randers-Pehrson, and are

distributed according to the same disclaimer and license as libpng-1.0.6 with the following individuals added to the list of Contributing Authors

Simon-Pierre Cadieux  
Eric S. Raymond  
Gilles Vollant

and with the following additions to the disclaimer:

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

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

Tom Lane  
Glenn Randers-Pehrson  
Willem van Schaik

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

John Bowler  
Kevin Bracey  
Sam Bushell  
Magnus Holmgren  
Greg Roelofs  
Tom Tanner

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

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

Andreas Dilger  
Dave Martindale  
Guy Eric Schalnat  
Paul Schmidt  
Tim Wegner

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

Reference Library, even if advised of the possibility of such damage.

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

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

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

A "png\_get\_copyright" function is available, for convenient use in "about" boxes and the like:

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

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

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

Glenn Randers-Pehrson  
glennrp at users.sourceforge.net  
December 3, 2004

%% The following software may be included in this product: Libungif - An uncompressed GIF library; Use of any of this software is governed by the terms of the license below:  
The GIFLIB distribution is Copyright (c) 1997 Eric S. Raymond

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

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

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY



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

%% The following software may be included in this product: Ant; Use of any of this software is governed by the terms of the license below:

License

The Apache Software License Version 2.0

The Apache Software License Version 2.0 applies to all releases of Ant starting with ant 1.6.1

```
/*
 *
 *                      Apache License
 *                      Version 2.0, January 2004
 *                      http://www.apache.org/licenses/
 *
 * TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION
 *
 * 1. Definitions.
 *
 *    "License" shall mean the terms and conditions for use,
reproduction, *      and distribution as defined by Sections 1 through
9 of this document. *
 *    "Licensor" shall mean the copyright owner or entity authorized
by *      the copyright owner that is granting the License.
 *
 *    "Legal Entity" shall mean the union of the acting entity and
all *      other entities that control, are controlled by, or are under
common *      control with that entity. For the purposes of this
definition, *      "control" means (i) the power, direct or indirect,
to cause the *      direction or management of such entity, whether by
contract or *      otherwise, or (ii) ownership of fifty percent (50%)
or more of the *      outstanding shares, or (iii) beneficial ownership
of such entity. *
 *    "You" (or "Your") shall mean an individual or Legal Entity
 *      exercising permissions granted by this License.
 *
 *    "Source" form shall mean the preferred form for making
modifications, *      including but not limited to software source
code, documentation *      source, and configuration files.
 *
 *    "Object" form shall mean any form resulting from mechanical
 *      transformation or translation of a Source form, including but
 *      not limited to compiled object code, generated documentation,
 *      and conversions to other media types.
 *
 *    "Work" shall mean the work of authorship, whether in Source or
 *      Object form, made available under the License, as indicated by a
 *      copyright notice that is included in or attached to the work
 *      (an example is provided in the Appendix below).
 *
 *    "Derivative Works" shall mean any work, whether in Source or
Object *      form, that is based on (or derived from) the Work and for
which the *      editorial revisions, annotations, elaborations, or
other modifications *      represent, as a whole, an original work of
```

authorship. For the purposes \* of this License, Derivative Works shall not include works that remain \* separable from, or merely link (or bind by name) to the interfaces of, \* the Work and Derivative Works thereof.

\*  
\* "Contribution" shall mean any work of authorship, including  
\* the original version of the Work and any modifications or additions \* to that Work or Derivative Works thereof, that is intentionally \* submitted to Licensor for inclusion in the Work by the copyright owner \* or by an individual or Legal Entity authorized to submit on behalf of \* the copyright owner. For the purposes of this definition, "submitted" \* means any form of electronic, verbal, or written communication sent \* to the Licensor or its representatives, including but not limited to \* communication on electronic mailing lists, source code control systems, \* and issue tracking systems that are managed by, or on behalf of, the \* Licensor for the purpose of discussing and improving the Work, but \* excluding communication that is conspicuously marked or otherwise \* designated in writing by the copyright owner as "Not a Contribution." \*

\* "Contributor" shall mean Licensor and any individual or Legal Entity \* on behalf of whom a Contribution has been received by Licensor and \* subsequently incorporated within the Work.

\*  
\* 2. Grant of Copyright License. Subject to the terms and conditions of \* this License, each Contributor hereby grants to You a perpetual, \* worldwide, non-exclusive, no-charge, royalty-free, irrevocable \* copyright license to reproduce, prepare Derivative Works of, \* publicly display, publicly perform, sublicense, and distribute the \* Work and such Derivative Works in Source or Object form.

\*  
\* 3. Grant of Patent License. Subject to the terms and conditions of \* this License, each Contributor hereby grants to You a perpetual, \* worldwide, non-exclusive, no-charge, royalty-free, irrevocable \* (except as stated in this section) patent license to make, have made, \* use, offer to sell, sell, import, and otherwise transfer the Work, \* where such license applies only to those patent claims licensable \* by such Contributor that are necessarily infringed by their \* Contribution(s) alone or by combination of their Contribution(s) \* with the Work to which such Contribution(s) was submitted. If You \* institute patent litigation against any entity (including a

\* cross-claim or counterclaim in a lawsuit) alleging that the Work \* or a Contribution incorporated within the Work constitutes direct \* or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate \* as of the date such litigation is filed.

\*  
\* 4. Redistribution. You may reproduce and distribute copies of the \* Work or Derivative Works thereof in any medium, with or without \* modifications, and in Source or Object form, provided that You \* meet the following conditions:

\*  
\* (a) You must give any other recipients of the Work or \* Derivative Works a copy of this License; and

\*  
\* (b) You must cause any modified files to carry prominent  
notices \* stating that You changed the files; and  
\*  
\* (c) You must retain, in the Source form of any Derivative Works  
\* that You distribute, all copyright, patent, trademark, and \*  
attribution notices from the Source form of the Work,  
\* excluding those notices that do not pertain to any part of  
\* the Derivative Works; and  
\*  
\* (d) If the Work includes a "NOTICE" text file as part of its  
\* distribution, then any Derivative Works that You distribute  
must \* include a readable copy of the attribution notices  
contained \* within such NOTICE file, excluding those notices  
that do not \* pertain to any part of the Derivative Works, in  
at least one \* of the following places: within a NOTICE text  
file distributed \* as part of the Derivative Works; within the  
Source form or \* documentation, if provided along with the  
Derivative Works; or, \* within a display generated by the  
Derivative Works, if and \* wherever such third-party notices  
normally appear. The contents \* of the NOTICE file are for  
informational purposes only and \* do not modify the License.  
You may add Your own attribution \* notices within Derivative  
Works that You distribute, alongside \* or as an addendum to  
the NOTICE text from the Work, provided \* that such additional  
attribution notices cannot be construed \* as modifying the  
License.

\*  
\* You may add Your own copyright statement to Your modifications  
and \* may provide additional or different license terms and  
conditions \* for use, reproduction, or distribution of Your  
modifications, or \* for any such Derivative Works as a whole,  
provided Your use,  
\* reproduction, and distribution of the Work otherwise complies  
with \* the conditions stated in this License.

\*  
\* 5. Submission of Contributions. Unless You explicitly state  
otherwise, \* any Contribution intentionally submitted for  
inclusion in the Work \* by You to the Licensor shall be under the  
terms and conditions of \* this License, without any additional  
terms or conditions.

\* Notwithstanding the above, nothing herein shall supersede or  
modify \* the terms of any separate license agreement you may have  
executed \* with Licensor regarding such Contributions.

\*  
\* 6. Trademarks. This License does not grant permission to use the  
trade \* names, trademarks, service marks, or product names of the  
Licensor, \* except as required for reasonable and customary use in  
describing the \* origin of the Work and reproducing the content of  
the NOTICE file. \*

\* 7. Disclaimer of Warranty. Unless required by applicable law or  
\* agreed to in writing, Licensor provides the Work (and each  
\* Contributor provides its Contributions) on an "AS IS" BASIS,  
\* WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or  
\* implied, including, without limitation, any warranties or  
conditions \* of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or  
FITNESS FOR A

\* PARTICULAR PURPOSE. You are solely responsible for determining the \* appropriateness of using or redistributing the Work and assume any \* risks associated with Your exercise of permissions under this License. \*

\* 8. Limitation of Liability. In no event and under no legal theory, \* whether in tort (including negligence), contract, or otherwise, \* unless required by applicable law (such as deliberate and grossly \* negligent acts) or agreed to in writing, shall any Contributor be \* liable to You for damages, including any direct, indirect, special, \* incidental, or consequential damages of any character arising as a \* result of this License or out of the use or inability to use the \* Work (including but not limited to damages for loss of goodwill, \* work stoppage, computer failure or malfunction, or any and all \* other commercial damages or losses), even if such Contributor \* has been advised of the possibility of such damages.

\* 9. Accepting Warranty or Additional Liability. While redistributing \* the Work or Derivative Works thereof, You may choose to offer, \* and charge a fee for, acceptance of support, warranty, indemnity, \* or other liability obligations and/or rights consistent with this \* License. However, in accepting such obligations, You may act only \* on Your own behalf and on Your sole responsibility, not on behalf \* of any other Contributor, and only if You agree to indemnify, \* defend, and hold each Contributor harmless for any liability \* incurred by, or claims asserted against, such Contributor by reason \* of your accepting any such warranty or additional liability.

\* END OF TERMS AND CONDITIONS

\* APPENDIX: How to apply the Apache License to your work.

\* To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[ ]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate \* comment syntax for the file format. We also recommend that a \* file or class name and description of purpose be included on the \* same "printed page" as the copyright notice for easier identification within third-party archives.

\* Copyright [yyyy] Apache Software Foundation

\* Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

\* <http://www.apache.org/licenses/LICENSE-2.0>

\* Unless required by applicable law or agreed to in writing, software \* distributed under the License is distributed on an "AS IS" BASIS, \* WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. \* See the License for the specific language governing permissions and \* limitations under the License.

\*/

You can download the original license file here.

The License is accompanied by a NOTICE

```
=====  
==  == NOTICE file corresponding to the section 4 d of  
==  == the Apache License, Version 2.0,  
==  == in this case for the Apache Ant distribution.  
==
```

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

```
This product includes also software developed by :  
- the W3C consortium (http://www.w3c.org/) ,  
- the SAX project (http://www.saxproject.org/)
```

Please read the different LICENSE files present in the root directory of this distribution.

The names "Ant" 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](mailto:apache@apache.org).

The Apache Software License, Version 1.1

The Apache Software License, Version 1.1, applies to all versions of up to ant1.6.0 included.

```
/*  
*
```

```
=====  
*                               The Apache Software License, Version 1.1  
*
```

```
=====  
*                               Copyright (C) 2000-2003 The Apache Software Foundation. All  
*                               rights reserved.  
*  
* Redistribution and use in source and binary forms, with or without  
modifica- * tion, are permitted provided that the following conditions  
are met: *  
* 1. Redistributions of source code must retain the above copyright  
notice, * this list of conditions and the following disclaimer.  
*  
* 2. Redistributions in binary form must reproduce the above copyright  
notice, * this list of conditions and the following disclaimer in  
the documentation * and/or other materials provided with the  
distribution.  
*  
* 3. The end-user documentation included with the redistribution, if  
any, must * include the following acknowledgment: "This product
```

includes software \* developed by the Apache Software Foundation (http://www.apache.org/)." \* Alternately, this acknowledgment may appear in the software itself, if \* and wherever such third-party acknowledgments normally appear.

\*

\* 4. The names "Ant" 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 (INCLU- \* DING, 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 .

\*

\*/

%% The following software may be included in this product: XML Resolver library; Use of any of this software is governed by the terms of the license below:

Apache License  
Version 2.0, January 2004  
<http://www.apache.org/licenses/>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition,

"control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or

otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of

this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their

Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

- (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
- (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
- (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
- (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use,



reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions.

Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A

PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following

boilerplate notice, with the fields enclosed by brackets "[ ]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

%% The following software may be included in this product: ICU4J; Use of any of this software is governed by the terms of the license below: ICU License - ICU 1.8.1 and later COPYRIGHT AND PERMISSION NOTICE Copyright (c)

1995-2003 International Business Machines Corporation and others All rights reserved. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE. Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

%% The following software may be included in this product: NekoHTML; Use of any of this software is governed by the terms of the license below:

The CyberNeko Software License, Version 1.0

(C) Copyright 2002,2003, Andy Clark. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:  
"This product includes software developed by Andy Clark."  
Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "CyberNeko" and "NekoHTML" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact andy@cyberneko.net.
5. Products derived from this software may not be called "CyberNeko", nor may "CyberNeko" appear in their name, without prior written permission of the author.

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

=====  
This license is based on the Apache Software License, version 1.1

% The following software may be included in this product: Jing; Use of any of this software is governed by the terms of the license below:  
Jing Copying Conditions

Copyright (c) 2001-2003 Thai Open Source Software Center Ltd  
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 Thai Open Source Software Center Ltd 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 REGENTS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

%% The following software may be included in this product: RelaxNGCC; Use of any of this software is governed by the terms of the license below:

Copyright (c) 2000-2003 Daisuke Okajima and Kohsuke Kawaguchi. All rights reserved.

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

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

"This product includes software developed by Daisuke Okajima and Kohsuke Kawaguchi (<http://relaxngcc.sf.net/>)."

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

4. The names of the copyright holders must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact the copyright holders.

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

THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR ITS CONTRIBUTORS

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

%% The following software may be included in this product: RELAX NG Object Model/Parser; Use of any of this software is governed by the terms of the license below:  
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.

%% The following software may be included in this product: XFree86-VidMode Extension; Use of any of this software is governed by the terms of the license below:

Version 1.1 of

XFree86 Project Licence.

Copyright (C) 1994-2004 The

XFree86 Project, Inc. All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files

(the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

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

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the

documentation and/or other materials provided with the distribution, and in the same place and form as other copyright, license and disclaimer information.

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

4. Except as contained in this notice, the name of The XFree86 Project, Inc shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from The XFree86 Project, Inc.

THIS SOFTWARE IS PROVIDED ``AS IS'' AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE XFREE86PROJECT, INC OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

%% The following software may be included in this product: RelaxNGCC; Use of any of this software is governed by the terms of the license below:

This is version 2003-May-08 of the Info-ZIP copyright and license. The definitive version of this document should be available at <ftp://ftp.info-zip.org/pub/infozip/license.html> indefinitely.

Copyright (c) 1990-2003 Info-ZIP. All rights reserved.

For the purposes of this copyright and license, "Info-ZIP" is defined as the following set of individuals:

Mark Adler, John Bush, Karl Davis, Harald Denker, Jean-Michel Dubois, Jean-loup Gailly, Hunter Goatley, Ian Gorman, Chris Herborth, Dirk Haase, Greg Hartwig, Robert Heath, Jonathan Hudson, Paul Kienitz, David Kirschbaum, Johnny Lee, Onno van der Linden, Igor Mandrichenko, Steve P. Miller, Sergio Monesi, Keith Owens, George

Petrov, Greg Roelofs, Kai Uwe Rommel, Steve Salisbury, Dave Smith,  
Christian Spieler, Antoine Verheijen,  
Paul von Behren, Rich Wales, Mike White

This software is provided "as is," without warranty of any kind, expressor implied. In no event shall Info-ZIP or its contributors be held liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use this software.

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

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

2. Redistributions in binary form (compiled executables) must reproduce the above copyright notice, definition, disclaimer, and this list of conditions in documentation and/or other materials provided with the distribution. The sole exception to this condition is redistribution of a standard UnZipSFX binary (including SFXWiz) as part of a self-extracting archive; that is permitted without inclusion of this license, as long as the normal SFX banner has not been removed from the binary or disabled.

3. Altered versions--including, but not limited to, ports to new operating systems, existing ports with new graphical interfaces, and dynamic, shared, or static library versions--must be plainly marked as such and must not be misrepresented as being the original source. Such altered versions also must not be misrepresented as being Info-ZIP releases--including, but not limited to, labeling of the altered versions with the names "Info-ZIP" (or any variation thereof, including, but not limited to, different capitalizations), "Pocket UnZip," "WiZ" or "MacZip" without the explicit permission of Info-ZIP. Such altered versions are further prohibited from misrepresentative use of the Zip-Bugs or Info-ZIP e-mail addresses or of the Info-ZIP URL(s).

4. Info-ZIP retains the right to use the names "Info-ZIP," "Zip," "UnZip," "UnZipSFX," "WiZ," "Pocket UnZip," "Pocket Zip," and "MacZip" for its own source and binary releases.

%% The following software may be included in this product: XML Security; Use of any of this software is governed by the terms of the license below:

The Apache Software License,

Version 1.1

PDF

SoftwareFoundation.

Copyright (C) 2002 The Apache

Redistribution and use in  
without modifica-  
that the following  
Redistributions of source  
copyright notice, this  
following disclaimer.  
form must reproduce  
list of  
following disclaimer in the  
materials provided with  
user documentation  
redistribution, if any, must  
acknowledgment: "This  
developed by the Apache  
(<http://www.apache.org/>)."  
may appear in the  
such third-party  
4. The names  
Software Foundation"  
promote products  
without prior written  
permission, please contact  
derived from this  
"Apache", nor may  
without prior  
Software  
SOFTWARE IS PROVIDED ``AS IS``  
WARRANTIES,  
LIMITED TO, THE IMPLIED  
AND FITNESS FOR A

All rights reserved.  
source and binary forms, with or  
tion, are permitted provided  
conditions are met: 1.  
code must retain the above  
list of conditions and the  
2. Redistributions in binary  
the above copyright notice, this  
conditions and the  
documentation and/or other  
the distribution. 3. The end-  
included with the  
include the following  
product includes software  
Software Foundation  
Alternately, this acknowledgment  
software itself, if and wherever  
acknowledgments normally appear.  
"Apache Forrest" and "Apache  
must not be used to endorse or  
derived from this software  
permission. For written  
apache@apache.org. 5. Products  
software may not be called  
"Apache" appear in their name,  
written permission of the Apache  
Foundation. THIS  
AND ANY EXPRESSED OR IMPLIED  
INCLUDING, BUT NOT  
WARRANTIES OF MERCHANTABILITY



DISCLAIMED. IN NO EVENT  
FOUNDATION OR ITS  
DIRECT, INDIRECT,  
OR CONSEQUENTIAL  
LIMITED TO,  
SUBSTITUTE GOODS OR SERVICES; LOSS  
BUSINESS  
CAUSED AND ON ANY THEORY OF  
STRICT LIABILITY,  
OR OTHERWISE)  
USE OF THIS  
ADVISED OF THE POSSIBILITY OF  
consists of voluntary  
individuals on behalf  
Foundation. For more  
Software Foundation,

PARTICULAR PURPOSE ARE  
SHALL THE APACHE SOFTWARE  
CONTRIBUTORS BE LIABLE FOR ANY  
INCIDENTAL, SPECIAL, EXEMPLARY,  
DAMAGES (INCLUDING, BUT NOT  
PROCUREMENT OF  
OF USE, DATA, OR PROFITS; OR  
INTERRUPTION) HOWEVER  
LIABILITY, WHETHER IN CONTRACT,  
OR TORT (INCLUDING NEGLIGENCE  
ARISING IN ANY WAY OUT OF THE  
SOFTWARE, EVEN IF  
SUCH DAMAGE. This software  
contributions made by many  
of the Apache Software  
information on the Apache  
please see .

%% The following software may be included in this product: Regexp,  
Regular Expression Package v. 1.2; Use of any of this software is  
governed by the terms of the license below: The Apache Software  
License, Version 1.1  
Copyright (c) 2001 The Apache Software Foundation. All rights  
reserved.  
Redistribution and use in source and binary forms, with or without  
modification, are permitted provided that the following conditions are  
met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:  
"This product includes software developed by the  
Apache Software Foundation (<http://www.apache.org/>)."  
Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "Apache" and "Apache Software Foundation" and

"Apache Turbine" 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](mailto:apache@apache.org).

5. Products derived from this software may not be called "Apache", "Apache Turbine", 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>.

%% The following software may be included in this product: Visual Studio. Use of any of this software is governed by the terms of the license below:

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

#### MICROSOFT SOFTWARE LICENSE

1. GRANTS OF LICENSE. Microsoft grants you the rights described in this EULA provided that you comply with all terms and conditions of this EULA.  
NOTE: Microsoft is not licensing to you any rights with respect to Crystal Reports for Microsoft Visual Studio .NET; your use of Crystal Reports for Microsoft Visual Studio .NET is subject to your acceptance of

the terms and conditions of the enclosed (hard copy) end user license agreement from Crystal Decisions for that product.

1.1 General License Grant. Microsoft grants to you as an individual, a personal, nonexclusive license to use the Software, and to make and use copies of the Software for the purposes of designing, developing, testing, and demonstrating your software product(s), provided that you are the only individual using the Software. If you are an entity, Microsoft grants to you a personal, nonexclusive license to use the Software, and to make and use copies of the Software, provided that for each individual using the Software within your organization, you have acquired a separate and valid license for each such individual.

1.2 Documentation. You may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises.

1.3 Storage/Network Use. You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by licensed end users in accordance with Section 1.1. A single license for the Software may not be shared or used concurrently by multiple end users.

1.4 Visual Studio-Effect of EULA. As a suite of development tools and other Microsoft software programs (each such tool or software program, a "Component"), Components that you receive as part of the Software may include a separate end-user license agreement (each, a "Component EULA"). Except as provided in Section 4 ("Prerelease Code"), in the event of inconsistencies between this EULA and any Component EULA, the terms of this EULA shall control. The Software may also contain third-party software programs. Any such software is provided for your use as a convenience and your use is subject to the terms and conditions of any license agreement contained in that software.

2. ADDITIONAL LICENSE RIGHTS -- REDISTRIBUTABLE CODE. In addition to the rights granted in Section 1, certain portions of the Software, as described in this Section 2, are provided to you with additional license rights. These additional license rights are conditioned

Everett VSPro 1  
Final 11.04.02

upon your compliance with the distribution requirements and license limitations described in Section 3.

2.1 Sample Code. Microsoft grants you a limited, nonexclusive, royalty-free license

to: (a) use and modify the source code version of those portions of the Software identified as

"Samples" in REDIST.TXT or elsewhere in the Software ("Sample Code") for the sole purposes

of designing, developing, and testing your software product(s), and (b) reproduce and

distribute the Sample Code, along with any modifications thereof, in object and/or source code

form. For applicable redistribution requirements for Sample Code, see Section 3.1 below.

2.2 Redistributable Code—General. Microsoft grants you a limited, nonexclusive,

royalty-free license to reproduce and distribute the object code form of any portion of the

Software listed in REDIST.TXT ("Redistributable Code"). For general redistribution

requirements for Redistributable Code, see Section 3.1 below.

2.3 Redistributable Code—Microsoft Merge Modules ("MSM"). Microsoft grants

you a limited, nonexclusive, royalty-free license to reproduce and distribute the content of MSM

file(s) listed in REDIST.TXT in the manner described in the Software documentation only so

long as you redistribute such content in its entirety and do not modify such content in any way.

For all other applicable redistribution requirements for MSM files, see Section 3.1 below.

2.4 Redistributable Code—Microsoft Foundation Classes (MFC), Active Template

Libraries (ATL), and C runtimes (CRTs). In addition to the rights granted in Section 1,

Microsoft grants you a license to use and modify the source code version of those portions of

the Software that are identified as MFC, ATL, or CRTs (collectively, the "VC Redistributables"),

for the sole purposes of designing, developing, and testing your software product(s). Provided

you comply with Section 3.1 and you rename any files created by you that are included in the

Licensee Software (defined below), Microsoft grants you a limited, nonexclusive, royalty-free

license to reproduce and distribute the object code version of the VC Redistributables, including

any modifications you make. For purposes of this section, "modifications" shall mean

enhancements to the functionality of the VC Redistributables. For all other applicable

redistribution requirements for VC Redistributables, see Section 3.1 below.

3. DISTRIBUTION REQUIREMENTS AND OTHER LICENSE RIGHTS AND

LIMITATIONS. If you choose to exercise your rights under Section 2, any redistribution by you is subject to your compliance with Section 3.1; some of the Redistributable Code has

additional limited use rights described in Section 3.2.

### 3.1 General Distribution Requirements.

(a) If you choose to redistribute Sample Code, or Redistributable Code (collectively, the "Redistributables") as described in Section 2, you agree: (i) except as otherwise

noted in Section 2.1 (Sample Code), to distribute the Redistributables only in object code form

and in conjunction with and as a part of a software application product developed by you that

adds significant and primary functionality to the Redistributables ("Licensee Software");

(ii) that the Redistributables only operate in conjunction with Microsoft Windows platforms;

(iii) that if the Licensee Software is distributed beyond Licensee's premises or externally from Licensee's organization, to distribute the Licensee Software containing the Redistributables

pursuant to an end user license agreement (which may be "break-the-seal", "click-wrap" or

signed), with terms no less protective than those contained in this EULA; (iv) not to use

Microsoft's name, logo, or trademarks to market the Licensee Software; (v) to display your own

valid copyright notice which shall be sufficient to protect Microsoft's copyright in the Software;

Everett VSPRO 2

Final 11.04.02

(vi) not to remove or obscure any copyright, trademark or patent notices that appear on the

Software as delivered to you; (vii) to indemnify, hold harmless, and defend Microsoft from and

against any claims or lawsuits, including attorney's fees, that arise or result from the use or

distribution of the Licensee Software; (viii) to otherwise comply with the terms of this EULA;

and (ix) agree that Microsoft reserves all rights not expressly granted.

You also agree not to permit further distribution of the Redistributables by your

end users except you may permit further redistribution of the Redistributables by your

distributors to your end-user customers if your distributors only distribute the Redistributables

in conjunction with, and as part of, the Licensee Software, you comply with all other terms of

this EULA, and your distributors comply with all restrictions of this EULA that are applicable

to you.

(b) If you use the Redistributables, then in addition to your compliance with the applicable distribution requirements described for the Redistributables, the following also applies. Your license rights to the Redistributables are conditioned upon your not (i) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (ii) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An "Excluded License" is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (x) disclosed or distributed in source code form; (y) licensed for the purpose of making derivative works; or (z) redistributable at no charge.

### 3.2 Additional Distribution Requirements for Certain Redistributable Code.

If you choose to redistribute the files discussed in this Section, then in addition to the terms of Section 3.1, you must ALSO comply with the following.

(a) Microsoft SQL Server Desktop Engine ("MSDE"). If you redistribute MSDE you agree to comply with the following additional requirements:

(a) Licensee

Software shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless Licensee Software requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access.

A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

(b) Microsoft Data Access Components. If you redistribute the Microsoft Data Access Component file identified as MDAC\_TYP.EXE, you also agree to

redistribute such file in object code only in conjunction with and as a part of a Licensee Software developed by you with a Microsoft development tool product that adds significant and primary functionality to MDAC\_TYP.EXE.  
Everett VSPro 3  
Final 11.04.02

3.3 Separation of Components. The Software is licensed as a single product. Its

component parts may not be separated for use by more than one user.

3.4 Benchmark Testing. The Software may contain the Microsoft .NET Framework.

You may not disclose the results of any benchmark test of the .NET Framework component of

the Software to any third party without Microsoft's prior written approval.

4. PRERELEASE CODE. Portions of the Software may be identified as prerelease code

("Prerelease Code"). Such Prerelease Code is not at the level of performance and compatibility

of the final, generally available product offering. The Prerelease Code may not operate correctly

and may be substantially modified prior to first commercial shipment. Microsoft is not

obligated to make this or any later version of the Prerelease Code commercially available. The

grant of license to use Prerelease Code expires upon availability of a commercial release of the

Prerelease Code from Microsoft. NOTE: In the event that Prerelease Code contains a separate

end-user license agreement, the terms and conditions of such end-user license agreement shall

govern your use of the corresponding Prerelease Code.

5. RESERVATION OF RIGHTS AND OWNERSHIP. Microsoft reserves all rights not

expressly granted to you in this EULA. The Software is protected by copyright and other

intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and

other intellectual property rights in the Software. The Software is licensed, not sold.

6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND

DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software,

except and only to the extent that such activity is expressly permitted by applicable law

notwithstanding this limitation.

7. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide

commercial hosting services with the Software.

8. CONSENT TO USE OF DATA. You agree that Microsoft and its affiliates may collect

and use technical information gathered as part of the product support services provided to you,

if any, related to the Software. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

9. LINKS TO THIRD PARTY SITES. You may link to third party sites through the use of

the Software. The third party sites are not under the control of Microsoft, and Microsoft is not

responsible for the contents of any third party sites, any links contained in third party sites, or

any changes or updates to third party sites. Microsoft is not responsible for webcasting or any

other form of transmission received from any third party sites.

Microsoft is providing these

links to third party sites to you only as a convenience, and the inclusion of any link does not

imply an endorsement by Microsoft of the third party site.

10. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements,

add-on components, or Internet-based services components, of the Software that Microsoft may

provide to you or make available to you after the date you obtain your initial copy of the

Software, unless we provide other terms along with the update, supplement, add-on

component, or Internet-based services component. Microsoft reserves the right to discontinue

any Internet-based services provided to you or made available to you through the use of the

Software.

11. UPGRADES/DOWNGRADES

Everett VSPro 4

Final 11.04.02

11.1 Upgrades. To use a version of the Software identified as an upgrade, you must

first be licensed for the software identified by Microsoft as eligible for the upgrade. After

upgrading, you may no longer use the software that formed the basis for your upgrade

eligibility.

11.2 Downgrades. Instead of installing and using the Software, you may install and

use copies of an earlier version of the Software, provided that you completely remove such

earlier version and install the current version of the Software within a reasonable time. Your

use of such earlier version shall be governed by this EULA, and your rights to use such earlier

version shall terminate when you install the Software.

11.3 Special Terms for Version 2003 Upgrade Editions of the Software.

If the

Software accompanying this EULA is the version 2003 edition of the Software and you have



acquired it as an upgrade from the corresponding "2002" edition of the Microsoft software product with the same product name as the Software (the "Qualifying Software"), then Section 11.1 does not apply to you. Instead, you may continue to use the Qualifying Software AND the version 2003 upgrade for so long as you continue to comply with the terms of this EULA and the EULA governing your use of the Qualifying Software. Qualifying Software does not include non-Microsoft software products.

12. NOT FOR RESALE SOFTWARE. Software identified as "Not For Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

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

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

15. SOFTWARE TRANSFER. The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades (including any Qualifying Software as defined in Section 11.3), this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

16. TERMINATION. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.  
Everett VSPRO 5  
Final 11.04.02

17. LIMITED WARRANTY FOR SOFTWARE ACQUIRED IN THE US AND CANADA.

Except for the "Redistributables," which are provided AS IS without warranty of any kind, Microsoft warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.

Some states/jurisdictions do not allow limitations on how long an implied warranty or

condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Microsoft, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet Microsoft's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 19 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. Microsoft's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not

meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software to Microsoft). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication,

abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Microsoft will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Microsoft's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn. Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

18. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM  
Everett VSPRO 6  
Final 11.04.02

EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

19. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER

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

20. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 17, 18, AND 19) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Everett VSPRO 7  
Final 11.04.02

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

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

acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.

23. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA.

To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante s'applique :

#### GARANTIE LIMITÉE

Sauf pur celles du "Redistributables," qui sont fournies "comme telles," Microsoft garantit que le Logiciel fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception.

Si une garantie ou condition implicite est créée par votre État ou votre territoire et qu'une loi fédérale ou provinciale ou d'un État en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS

DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUECE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS. Certains États ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous.

Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi.

LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES.

Votre recours exclusif pour toute violation de la présente garantie limitée est décrit ci-après.

Sauf pour tout remboursement au choix de Microsoft, si le Logiciel ne respecte pas la

Everett VSPro 8  
Final 11.04.02

garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT À AUCUNS

DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS. Les termes de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages » sont également intégrées à la présente garantie limitée. Certains États ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à un autre. VOTRE RECOURS EXCLUSIF. La seule responsabilité obligation de Microsoft et de ses fournisseurs et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou pour toute autre responsabilité relative au Logiciel seront, selon le choix de Microsoft exercé de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Logiciel à Microsoft). La présente garantie limitée est nulle si la défektivité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période initiale de la garantie ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l'extérieur des États-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft et vous adresser au Microsoft Sales Information

Center/One Microsoft Way/Redmond, WA 98052-6399, ou à la filiale de Microsoft de votre pays.

DÉNI DE GARANTIES. La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) créées par une publicité, un document, un emballage ou une autre communication. SAUF EN CE QUI A

TRAIT À LA GARANTIE LIMITÉE ET DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, LE LOGICIEL ET LES SERVICES DE SOUTIEN TECHNIQUE (LE CAS ÉCHÉANT) SONT FOURNIS TELS QUELS ET AVEC TOUS LES DÉFAUTS PAR MICROSOFT ET SES FOURNISSEURS, LESQUELS PAR LES PRÉSENTES DÉNIENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, NOTAMMENT, MAIS SANS LIMITATION, (LE CAS ÉCHÉANT) LES GARANTIES, DEVOIRS OU CONDITIONS IMPLICITES DE QUALITÉ MARCHANDE, D'ADAPTATION À UNE FIN PARTICULIÈRE, DE FIABILITÉ OU DE DISPONIBILITÉ, D'EXACTITUDE OU D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉSULTATS, DES EFFORTS DÉPLOYÉS SELON LES RÈGLES DE L'ART, D'ABSENCE DE VIRUS ET D'ABSENCE DE NÉGLIGENCE, LE TOUT À L'ÉGARD DU LOGICIEL ET DE LA PRESTATION OU DE L'OMISSION DE LA PRESTATION DES SERVICES DE SOUTIEN TECHNIQUE OU À L'ÉGARD DE LA FOURNITURE OU DE L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTE GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU

CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE LOGICIEL.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE

Everett VSPRO 9  
Final 11.04.02

QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD D'UN MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUEMANIÈRE QUE CE SOIT À L'UTILISATION DU LOGICIEL OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION OU À L'OMISSION DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU À LA FOURNITURE OU À L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTE GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION OU RELATIVEMENT À UNE TELLE

DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LANÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DEVIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAISSANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX OU AUTRES), LA SEULE RESPONSABILITÉ DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION ET VOTRE RECOURS EXCLUSIF À L'ÉGARD DE TOUT CE QUI PRÉCÈDE (SAUF EN CE QUI CONCERNETOUT RECOURS DE RÉPARATION OU DE REMPLACEMENT CHOISI PAR MICROSOFT À L'ÉGARD DE TOUT MANQUEMENT À LA GARANTIE LIMITÉE) SELIMITE AU PLUS ÉLEVÉ ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LE LOGICIEL OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

À moins que cela ne soit prohibé par le droit local applicable, la présente Convention est régie par les lois de la province d'Ontario, Canada. Vous consentez à la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, dans la province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez utiliser l'information contenue dans le Logiciel pour contacter la filiale de Microsoft desservant votre pays, ou visitez Microsoft sur le World Wide Web à <http://www.microsoft.com>.

The following MICROSOFT GUARANTEE applies to you if you acquired this Software in any other country:

Statutory rights not affected -The following guarantee is not restricted to any territory and does not affect any statutory rights that you may have from your reseller or from Microsoft if you acquired the Software directly from Microsoft. If you acquired the Software or any support services in Australia, New Zealand or Malaysia, please see the "Consumer rights" section below.

Everett VSPRO 10  
Final 11.04.02

The guarantee -The Software is designed and offered as a general-purpose software, not for any



user's particular purpose. You accept that no Software is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Microsoft guarantees that a) for a period of 90 days from the date of receipt of your license to use the Software or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and b) any support services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft and Microsoft support engineers will use reasonable efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Microsoft will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services.

Exclusion of All Other Terms -To the maximum extent permitted by applicable law and subject to the guarantee above, Microsoft disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Software and the written materials that accompany the Software. Any implied warranties that cannot be excluded are limited to 90 days or to the shortest period permitted by applicable law, whichever is greater.

Limitation of Liability -To the maximum extent permitted by applicable law and except as provided in the Microsoft Guarantee, Microsoft and its suppliers shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if Microsoft has been advised of the possibility of such damages. In any case Microsoft's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws.

Consumer rights -Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the Software in New Zealand for the purposes of a business, you confirm that the Consumer Guarantees Act does not apply. If you acquired the Software in Australia and if Microsoft breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Microsoft's liability is limited, at Microsoft's option, to: (i) in the case of the Software: a) repairing or replacing the Software; or b) the cost of such repair or replacement; and (ii) in the case of support services: a) re-supply of the services; or b) the cost of having the services supplied again.

Everett VSPro 11  
Final 11.04.02

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Software to contact the Microsoft subsidiary serving your country or visit Microsoft on the World Wide Web at <http://www.microsoft.com>.

Everett VSPro 12  
Final 11.04.02

%% The following software may be included in this product: zlib; Use of any of this software is governed by the terms of the license below:

`zlib.h` -- interface of the 'zlib' general purpose compression library  
version 1.1.3, July 9th, 1998

Copyright (C) 1995-1998 Jean-loup Gailly and Mark Adler

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

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

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

Jean-loup Gailly  
jloup@gzip.org

Mark Adler  
madler@alumni.caltech.edu

The data format used by the zlib library is described by RFCs (Request for Comments) 1950 to 1952 in the files ftp://ds.internic.net/rfc/rfc1950.txt (zlib format), rfc1951.txt (deflate format) and rfc1952.txt (gzip format)

%% The following software may be included in this product: Mozilla Rhino. Use of any of this software is governed by the terms of the license below:

```
* The contents of this file are subject to the Netscape Public
* License Version 1.1 (the "License"); you may not use this file
* except in compliance with the License. You may obtain a copy of
* the License at http://www.mozilla.org/NPL/
*
* Software distributed under the License is distributed on an "AS
* IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or
* implied. See the License for the specific language governing
* rights and limitations under the License.
*
* The Original Code is Rhino code, released
* May 6, 1999.
*
* The Initial Developer of the Original Code is Netscape
* Communications Corporation. Portions created by Netscape are
* Copyright (C) 1997-2000 Netscape Communications Corporation. All
* Rights Reserved.
*
* Contributor(s):
*
* Kemal Bayram
* Patrick Beard
* Norris Boyd
* Igor Bukanov, igor@mir2.org
* Brendan Eich
* Ethan Hugg
* Roger Lawrence
```

\* Terry Lucas  
\* Mike McCabe  
\* Milen Nankov  
\* Attila Szegedi, szegedia@freemail.hu  
\* Ian D. Stewart  
\* Andi Vajda  
\* Andrew Wason  
\*/

%% The following software may be included in this product: Apache Derby. Use of any of this software is governed by the terms of the license below:

Apache License  
Version 2.0, January 2004  
<http://www.apache.org/licenses/>

#### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

##### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual,

worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

- (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
- (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
- (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
- (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute

must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file

distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works;

or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents

of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute,

alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and

may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer,

and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[ ]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

See the License for the specific language governing permissions and limitations under the License.

## ATTACHMENT 3

### **GNU LESSER GENERAL PUBLIC LICENSE Version 2.1, February 1999**

GNU LESSER GENERAL PUBLIC LICENSE  
Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<http://fsf.org/>>  
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public



License, supplemented by the additional permissions listed below.

#### 0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser General Public License, and the "GNU GPL" refers to version 3 of the GNU General Public License.

"The Library" refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An "Application" is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version".

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

#### 1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

#### 2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

#### 3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object

code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the object code with a copy of the GNU GPL and this license document.

#### 4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

d) Do one of the following:

- 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.

- 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany

the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

#### 5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

#### 6. Revised Versions of the GNU Lesser General Public License.

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

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

## **ATTACHMENT 5**

### **Eclipse Public License - v 1.0**

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

## **1. DEFINITIONS**

"Contribution" means:

- a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
- b) in the case of each subsequent Contributor:

i) changes to the Program, and

ii) additions to the Program;

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

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

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

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

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

## **2. GRANT OF RIGHTS**

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

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

### **3. REQUIREMENTS**

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

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

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

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

### **4. COMMERCIAL DISTRIBUTION**

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the

Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

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

#### **5. NO WARRANTY**

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

#### **6. DISCLAIMER OF LIABILITY**

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

#### **7. GENERAL**

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

If Recipient institutes patent litigation against 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 Recipients' 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 Recipients' 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. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation 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.

## **ATTACHMENT 6**

### **MOZILLA PUBLIC LICENSE Version 1.1**

---

#### **1. Definitions.**

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

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

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

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

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

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

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

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

**1.8. "License"** means this document.

**1.8.1. "Licensable"** means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

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

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

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

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

**1.10.1. "Patent Claims"** means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

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

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

## **2. Source Code License.**

### **2.1. The Initial Developer Grant.**

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

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and



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

**(c)** the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

**(d)** Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

## **2.2. Contributor Grant.**

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

**(a)** under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

**(b)** under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

**(c)** the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

**(d)** Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

## **3. Distribution Obligations.**

### **3.1. Application of License.**

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

### **3.2. Availability of Source Code.**

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

### **3.3. Description of Modifications.**

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

### **3.4. Intellectual Property Matters**

#### **(a) Third Party Claims.**

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

#### **(b) Contributor APIs.**

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

#### **(c) Representations.**

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

### **3.5. Required Notices.**

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

indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

### **3.6. Distribution of Executable Versions.**

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

### **3.7. Larger Works.**

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

## **4. Inability to Comply Due to Statute or Regulation.**

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

## **5. Application of this License.**

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

## **6. Versions of the License.**

### **6.1. New Versions.**

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

### **6.2. Effect of New Versions.**

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the

License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

### **6.3. Derivative Works.**

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

### **7. DISCLAIMER OF WARRANTY.**

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, 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.**

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

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

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

**(b)** any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the

date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

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

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

#### **9. LIMITATION OF LIABILITY.**

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

#### **10. U.S. GOVERNMENT END USERS.**

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

#### **11. MISCELLANEOUS.**

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

#### **12. RESPONSIBILITY FOR CLAIMS.**

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

#### **13. MULTIPLE-LICENSED CODE.**

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your

choice of the NPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

## **EXHIBIT A -Mozilla Public License.**

``The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.mozilla.org/MPL/>

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

The Original Code is \_\_\_\_\_.

The Initial Developer of the Original Code is \_\_\_\_\_. Portions created by \_\_\_\_\_ are Copyright (C) \_\_\_\_\_.

All Rights Reserved.

Contributor(s): \_\_\_\_\_.

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

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

## **Attachment 7**

### **Sun Microsystems JDK 1.5 Third Party Terms and Conditions**

DO NOT TRANSLATE OR LOCALIZE.

%% The following software may be included in this product: CS CodeViewer v1.0;  
Use of any of this software is governed by the terms of the license below:

Copyright 1999 by CoolServlets.com.

Any errors or suggested improvements to this class can be reported as instructed

on CoolServlets.com. We hope you enjoy this program... your comments will encourage further development!

This software is distributed under the terms of the BSD License.

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

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

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

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

%% The following software may be included in this product: Crimson v1.1.1 ; Use of any of this software is governed by the terms of the license below:

/\*

\* The Apache Software License, Version 1.1

\*

\*

\* Copyright (c) 1999-2000 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/>)."  
 \* Alternately, this acknowledgment may appear in the software itself,  
 \* if and wherever such third-party acknowledgments normally appear.  
 \*  
 \* 4. The names "Crimson" 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](mailto: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 and was  
 \* originally based on software copyright (c) 1999, International  
 \* Business Machines, Inc., <http://www.ibm.com>. For more  
 \* information on the Apache Software Foundation, please see  
 \* <http://www.apache.org/>.  
 \*/

%% The following software may be included in this product: Xalan J2;  
 Use of any of this software is governed by the terms of the license below:

Apache License  
 Version 2.0, January 2004  
<http://www.apache.org/licenses/>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction,  
 and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by



the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable

copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
  - (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
  - (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
  - (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
  - (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions

for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. **Submission of Contributions.** Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
6. **Trademarks.** This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
7. **Disclaimer of Warranty.** Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
8. **Limitation of Liability.** In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.
9. **Accepting Warranty or Additional Liability.** While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following

boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License");  
you may not use this file except in compliance with the License.  
You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

%% The following software may be included in this product: NSIS 1.0j; Use of any of this software is governed by the terms of the license below:

Copyright (C) 1999-2000 Nullsoft, Inc.

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.
- Justin Frankel [justin@nullsoft.com](mailto:justin@nullsoft.com)"

%% Some Portions licensed from IBM are available at:  
<http://oss.software.ibm.com/icu4j/>

%% Portions Copyright Eastman Kodak Company 1992

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

%% Portions licensed from Taligent, Inc.

%% The following software may be included in this product:IAIK PKCS Wrapper; Use of any of this software is governed by the terms of the license below:

Copyright (c) 2002 Graz University of Technology. All rights reserved.

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

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

"This product includes software developed by IAIK of Graz University of Technology."

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

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

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

%% The following software may be included in this product: Document Object Model (DOM) v. Level 3;  
Use of  
any of this software is governed by the terms of the license below:

#### W3C's SOFTWARE NOTICE AND LICENSE

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

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

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

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

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

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

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

---

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

site-policy@w3.org.

%% The following software may be included in this product: Xalan, Xerces; Use of any of this software is governed by the terms of the license below:

/\*

\* The Apache Software License, Version 1.1

\*

\*

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

\*

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

\*

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

\*

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

\*

\* 3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:

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

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

\*

\* 4. The names "Xerces" 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](mailto: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 and was originally based on software copyright (c) 1999, International

\* Business Machines, Inc., <http://www.ibm.com>. For more  
\* information on the Apache Software Foundation, please see  
\*

%% The following software may be included in this product: W3C XML Conformance Test Suites v. 20020606; Use of any of this software is governed by the terms of the license below:

#### 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 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](mailto:site-policy@w3.org).

%% The following software may be included in this product: W3C XML Schema Test Collection v. 1.16.2; Use of any of this software is governed by the terms of the license below:

W3C DOCUMENT 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/>

Public documents on the W3C site are provided by the copyright holders under the following license. The software or Document Type Definitions (DTDs) associated with W3C specifications are governed by the Software Notice. 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 use, 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 of the form: "Copyright [year] [date-of-document] 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/>" (Hypertext is preferred, but a textual representation is permitted.)
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 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 April 05 1999 so as to account for the treatment of DTDs, schema's and bindings. 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](mailto:site-policy@w3.org).  
webmaster  
(last updated by reagle on 1999/04/99.)

%% The following software may be included in this product: Common Unix Printing System API Libraries (CUPS API library); Use of any of this software is governed by the terms of the license below:

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

0. This License Agreement applies to any software library which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Library General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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

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

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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

entire whole, and thus to each and every part regardless of who wrote it.

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

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

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a

derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
- b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

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

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

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

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

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

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

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

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free

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

#### NO WARRANTY

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

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

#### END OF TERMS AND CONDITIONS

%% The following software may be included in this product: Mesa 3-D graphics library v. 5; Use of any of this software is governed by the terms of the license below:

core Mesa code include/GL/gl.h Brian Paul Mesa

GLX driver include/GL/glx.h Brian Paul Mesa

Ext registry include/GL/glext.h SGI SGI Free B  
include/GL/glxext.h

Mesa license:

The Mesa distribution consists of several components. Different copyrights and licenses apply to different components. For example, GLUT is copyrighted by Mark Kilgard, some demo programs are copyrighted by SGI, some of the Mesa device drivers are copyrighted by their authors. See below for a list of Mesa's components and the copyright/license for each.

The core Mesa library is licensed according to the terms of the XFree86 copyright (an MIT-style license). This allows integration with the XFree86/DRI project. Unless otherwise stated, the Mesa source code and documentation is licensed as follows:

Copyright (C) 1999-2003 Brian Paul All Rights Reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"),



to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

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

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

SGI FREE SOFTWARE LICENSE B (Version 1.1 [02/22/2000])

#### 1. Definitions.

1.1 "Additional Notice Provisions" means such additional provisions as appear in the Notice in Original Code under the heading "Additional Notice Provisions."

1.2 "Covered Code" means the Original Code or Modifications, or any combination thereof.

1.3 "Hardware" means any physical device that accepts input, processes input, stores the results of processing, and/or provides output.

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

1.5 "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.6 "License" means this document.

1.7 "Licensed Patents" means patent claims Licensable by SGI that are infringed by the use or sale of Original Code or any Modifications provided by SGI, or any combination thereof.

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

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

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

1.9 "Notice" means any notice in Original Code or Covered Code, as required by and in compliance with this License.

1.10 "Original Code" means source code of computer software code that is described in the source code Notice required by Exhibit A as Original Code, and updates and error corrections specifically thereto.

1.11 "Recipient" 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 8. For legal entities, "Recipient" includes any entity that controls, is controlled by, or is under common control with Recipient. For purposes of this definition, "control" of an entity means (a) the power, direct or indirect, to direct or manage such entity, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

1.12 "Recipient Patents" means patent claims Licensable by a Recipient that are infringed by the use or sale of Original Code or any Modifications provided by SGI, or any combination thereof.

1.13 "SGI" means Silicon Graphics, Inc.

1.14 "SGI Patents" means patent claims Licensable by SGI other than the Licensed Patents.

#### 2. License Grant and Restrictions.

2.1 SGI License Grant. Subject to the terms of this License and any third party intellectual property claims, for the duration of intellectual property protections inherent in the Original Code, SGI hereby grants Recipient a worldwide, royalty-free, non-exclusive license, to do the following: (i) under copyrights Licensable by SGI, to reproduce, distribute, create derivative works from, and, to the extent applicable, display and perform the Original Code and/or any Modifications provided by SGI alone and/or as part of a Larger Work; and (ii) under any Licensable Patents, to make, have made, use, sell, offer for sale, import and/or otherwise transfer the Original Code and/or any Modifications provided by SGI. Recipient accepts

the terms and conditions of this License by undertaking any of the aforementioned actions. The patent license shall apply to the Covered Code if, at the time any related Modification is added, such addition of the Modification causes such combination to be covered by the Licensed Patents. The patent license in Section 2.1(ii) shall not apply to any other combinations that include the Modification. No patent license is provided under SGI Patents for infringements of SGI Patents by Modifications not provided by SGI or combinations of Original Code and Modifications not provided by SGI.

2.2 Recipient License Grant. Subject to the terms of this License and any third party intellectual property claims, Recipient hereby grants SGI and any other Recipients a worldwide, royalty-free, non-exclusive license, under any Recipient Patents, to make, have made, use, sell, offer for sale, import and/or otherwise transfer the Original Code and/or any Modifications provided by SGI.

2.3 No License For Hardware Implementations. The licenses granted in Section 2.1 and 2.2 are not applicable to implementation in Hardware of the algorithms embodied in the Original Code or any Modifications provided by SGI.

### 3. Redistributions.

3.1 Retention of Notice/Copy of License. The Notice set forth in Exhibit A, below, must be conspicuously retained or included in any and all redistributions of Covered Code. For distributions of the Covered Code in source code form, the Notice must appear in every file that can include a text comments field; in executable form, the Notice and a copy of this License must appear in related documentation or collateral where the Recipient's rights relating to Covered Code are described. Any Additional Notice Provisions which actually appears in the Original Code must also be retained or included in any and all redistributions of Covered Code.

3.2 Alternative License. Provided that Recipient is in compliance with the terms of this License, Recipient may, so long as without derogation of any of SGI's rights in and to the Original Code, distribute the source code and/or executable version(s) of Covered Code under (1) this License; (2) a license identical to this License but for only such changes as are necessary in order to clarify Recipient's role as licensor of Modifications; and/or (3) a license of Recipient's choosing, containing terms different from this License, provided that the license terms include this Section 3 and Sections 4, 6, 7, 10, 12, and 13, which terms may not be modified or superseded by any other terms of such license. If Recipient elects to use any license other than this License, Recipient must make it absolutely clear that any of its terms which differ from this License are offered by Recipient alone, and not by SGI. It is emphasized that this License is a limited license, and, regardless of the license form employed by Recipient in accordance with this Section 3.2, Recipient may relicense only such rights, in Original Code and Modifications by SGI, as it has actually been granted by SGI in this License.

3.3 Indemnity. Recipient hereby agrees to indemnify SGI for any liability incurred by SGI as a result of any such alternative license terms Recipient offers.

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

5. No Trademark Or Other Rights. This License does not grant any rights to: (i) any software apart from the Covered Code, nor shall any other rights or licenses not expressly granted hereunder arise by implication, estoppel or otherwise with respect to the Covered Code; (ii) any trade name, trademark or service mark whatsoever, including without limitation any related right for purposes of endorsement or promotion of products derived from the Covered Code, without prior written permission of SGI; or (iii) any title to or ownership of the Original Code, which shall at all times remain with SGI. All rights in the Original Code not expressly granted under this License are reserved.

6. Compliance with Laws; Non-Infringement. There are various worldwide laws, regulations, and executive orders applicable to dispositions of Covered Code, including without limitation export, re-export, and import control laws, regulations, and executive orders, of the U.S. government and other countries, and Recipient is reminded it is obliged to obey such laws, regulations, and executive orders. Recipient may not distribute Covered Code that (i) in any way infringes (directly or contributorily) any intellectual property rights of any kind of any other person or entity or (ii) breaches any representation or warranty, express, implied or statutory, to which, under any applicable law, it might be deemed to have been subject.

7. Claims of Infringement. If Recipient learns of any third party claim that any disposition of Covered Code and/or functionality wholly or partially infringes the third party's intellectual property rights, Recipient will promptly notify SGI of such claim.

8. Versions of the License. SGI may publish revised and/or new versions of the License from time to time, each with a distinguishing version number. Once Covered Code has been published under a particular version of the License, Recipient may, for the duration of the license, continue to use it under the terms of that version, or choose to use such Covered Code under the terms of any subsequent version published by SGI. Subject to the provisions of Sections 3 and 4 of this License, only SGI may modify the terms applicable to Covered Code created under this License.

9. DISCLAIMER OF WARRANTY. COVERED CODE IS PROVIDED "AS IS." ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SGI ASSUMES NO RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, SGI ASSUMES NO COST OR LIABILITY FOR SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY IS AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT SUBJECT TO THIS DISCLAIMER.

10. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES NOR LEGAL THEORY, WHETHER TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHERWISE, SHALL SGI OR ANY SGI LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SGI'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO RECIPIENT.

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

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

13. Miscellaneous. This License represents the complete agreement concerning the its subject matter. If any provision of this License is held to be unenforceable, such provision shall be reformed so as to achieve as nearly as possible the same legal and economic effect as the original provision and the remainder of this License will remain in effect. This License shall be governed by and construed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents. Any litigation relating to this License shall be subject to the exclusive jurisdiction of the Federal Courts of the Northern District of California (or, absent subject matter jurisdiction in such courts, the courts of the State of California), with venue lying exclusively in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation that provides that the language of a contract shall be construed against the drafter shall not apply to this License.

Exhibit A

License Applicability. Except to the extent portions of this file are made subject to an alternative license as permitted in the SGI Free Software License B, Version 1.1 (the "License"), the contents of this file are subject only to the provisions of the License. You may not use this file except in compliance with the License. You may obtain a copy of the License at Silicon Graphics, Inc., attn: Legal Services, 1600 Amphitheatre Parkway, Mountain View, CA 94043-1351, or at:

<http://oss.sgi.com/projects/FreeB>

Note that, as provided in the License, the Software is distributed on an "AS IS" basis, with ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Original Code. The Original Code is: [name of software, version number, and release date], developed by Silicon Graphics, Inc. The Original Code is Copyright (c) [dates of first publication, as appearing in the Notice in the Original Code] Silicon Graphics, Inc. Copyright in any portions created by third parties is as indicated elsewhere herein. All Rights Reserved.

Additional Notice Provisions: [such additional provisions, if any, as appear in the Notice in the Original Code under the heading "Additional Notice Provisions"]

%% The following software may be included in this product: Byte Code Engineering Library (BCEL) v. 5; Use of any of this software is governed by the terms of the license below:

Apache Software License

/\*

=====

\* The Apache Software License, Version 1.1

\*

\* Copyright (c) 2001 The Apache Software Foundation. All

rights

\* reserved.

\*

\* Redistribution and use in source and binary forms, with

or without

\* modification, are permitted provided that the following

conditions

\* are met:

\*

\* 1. Redistributions of source code must retain the above

copyright

\* notice, this list of conditions and the following

disclaimer.

\*

\* 2. Redistributions in binary form must reproduce the

above copyright

\* notice, this list of conditions and the following

disclaimer in

\* the documentation and/or other materials provided

with the

\* distribution.

\*

\* 3. The end-user documentation included with the

redistribution,

\* if any, must include the following acknowledgment:

\* "This product includes software developed by the

\* Apache Software Foundation

(<http://www.apache.org/>)."

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

\*  
\* 4. The names "Apache" and "Apache Software Foundation" and  
\* "Apache BCEL" 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](mailto:apache@apache.org).

\*  
\* 5. Products derived from this software may not be called "Apache",  
\* "Apache BCEL", 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  
\* .  
\*/

%% The following software may be included in this product: Regexp, Regular Expression Package v. 1.2; Use of any of this software is governed by the terms of the license below:

The Apache Software License, Version 1.1

Copyright (c) 2001 The Apache Software Foundation. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:  
"This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>)."  
Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "Apache" and "Apache Software Foundation" and "Apache Turbine" 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](mailto:apache@apache.org).
5. Products derived from this software may not be called "Apache", "Apache Turbine", 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>.

%% The following software may be included in this product: CUP Parser Generator for Java v. 0.10k; Use of any of this software is governed by the terms of the license below:

CUP Parser Generator Copyright Notice, License, and Disclaimer

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

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

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

%% The following software may be included in this product: JLex: A Lexical Analyzer Generator for Java v. 1.2.5; Use of any of this software is governed by the terms of the license below:  
JLEX COPYRIGHT NOTICE, LICENSE AND DISCLAIMER.

Copyright 1996-2003 by Elliot Joel Berk and C. Scott Ananian

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

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

Java is a trademark of Sun Microsystems, Inc. References to the Java programming language in relation to JLex are not meant to imply that Sun endorses this product.

%% The following software may be included in this product: SAX v. 2.0.1; Use of any of this software is governed by the terms of the license below:

## Copyright Status

SAX is free!

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

No Warranty

Because SAX is released to the public domain, there is no warranty for the design or for the software implementation, to the extent permitted by applicable law. Except when otherwise stated in writing the copyright holders and/or other parties provide SAX "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of SAX is with you. Should SAX prove defective, you assume the cost of all necessary servicing, repair or correction.

In no event unless required by applicable law or agreed to in writing will any copyright holder, or any other party who may modify and/or redistribute SAX, be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use SAX (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties or a failure of the SAX to operate with any other programs), even if such holder or other party has been advised of the possibility of such damages.

Copyright Disclaimers

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

SAX 1.0

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

No one owns SAX: you may use it freely in both commercial and non-commercial applications, bundle it with your software distribution, include it on a CD-ROM, list the



source code in a book, mirror the documentation at your own web site, or use it in any other way you see fit.

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

SAX 2.0

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

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

%% The following software may be included in this product: Cryptix;  
Use of any of this software is governed by the terms of the license below:

Cryptix General License

Copyright © 1995-2003 The Cryptix Foundation Limited. All rights reserved.

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

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

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

## ATTACHMENT 8

### THE OPEN GROUP PUBLIC LICENSE MOTIF GRAPHICAL USER INTERFACE SOFTWARE

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

#### 1. DEFINITIONS

**"Contribution"** means:

- a. in the case of The Open Group, L.L.C. ("The Open Group"), the Original Program, and
- b. in the case of each Contributor,
  - i. changes to the Program, and
  - ii. additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which:

- i. are separate modules of software distributed in conjunction with the Program under their own license agreement, even if the separate modules are linked in binary form to the Program, and
- ii. are not derivative works of the Program.

**"Contributor"** means The Open Group and any other entity that distributes the Program.

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

**"Open Source"** programs mean software for which the source code is available without confidential or trade secret restrictions and for which the source code and object code are available for distribution without license charges.

**"Original Program"** means the original version of the software accompanying this Agreement as released by The Open Group, including source code, object code and documentation, if any.

**"Program"** means the Original Program and Contributions.

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

#### 2. GRANT OF RIGHTS

The rights granted under this license are limited solely to distribution and sublicensing of the Contribution(s) on, with, or for operating systems which are themselves Open Source programs. Contact The Open Group for a license allowing distribution and sublicensing of the Original Program on, with, or for operating systems which are not Open Source programs.

- a. Subject to the terms of this Agreement and the limitations of this Section 2, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.
- b. Subject to the terms of this Agreement and the limitations of this Section 2, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code

form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

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

### **3. REQUIREMENTS**

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

a. it complies with the terms and conditions of this Agreement; and

b. its license agreement:

i. effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

ii. effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

iii. states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

iv. states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a. it must be made available under this Agreement; and

b. a copy of this Agreement must be included with each copy of the Program.

Each Contributor must include the following in a conspicuous location in the Program:

Copyright (c) {date here}, The Open Group Ltd. and others. All Rights Reserved.

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

### **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, subject to the limitations provided in Section 2, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the

Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must:

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

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such non-compliance. If all Recipient's

rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

The Open Group may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. No one other than The Open Group has the right to modify this Agreement. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.