

**FREE DOWNLOAD COMPONENTS/THIRD PARTY TERMS AND CONDITIONS  
PROGRAM: Sybase® Aleri® Streaming Platform v3.1.x**

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

**Apache Software Foundation**

**Components: xerces-c, commons-beanutils, commons-cli, commons-codec, commons-collections, commons-digester, commons-logging, commons-modeler, jakarta-regexp, tomcat and xmlrpc**

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

**Daniel Stenberg**

**Component: Curl**

Copyright (c) 1996 - 2005, Daniel Stenberg, <daniel@haxx.se>. All rights reserved. Permission to use, copy, modify, and distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies. THE SOFTWARE IS PROVIDED "AS IS", 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 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. 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.

**First Peer, Inc. and Eric Kidd**

**Component: XMLRPC-C**

1. Copyright (C) 2001 by First Peer, Inc. All rights reserved. Copyright (C) 2001 by Eric Kidd. 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 name of the author may not be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED BY THE AUTHOR 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.

2. XMLRPC-C includes Expat which is subject to the following additional terms: Expat License. Copyright (c) 1998, 1999, 2000 Thai Open Source Software Center Ltd 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.

3. XMLRPC-C includes ABYSS Web Server which is subject to the following additional terms: ABYSS Web Server License. Copyright (C) 2000 by Moez Mahfoudh <mmoez@bigfoot.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: 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED BY THE AUTHOR 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.

4. XMLRPC-C includes Python which is subject to the following additional terms: Python 1.5.2 License. Copyright 1991, 1992, 1993, 1994 by Stichting Mathematisch Centrum, Amsterdam, The Netherlands. 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 names of Stichting Mathematisch Centrum or CWI or Corporation for National Research Initiatives or CNRI not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. While CWI is the initial source for this software, a modified version is made available by the Corporation for National Research Initiatives (CNRI) at the Internet address <ftp://ftp.python.org>. STICHTING MATHEMATISCH CENTRUM AND CNRI DISCLAIM ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL STICHTING MATHEMATISCH CENTRUM OR CNRI 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.

### **Carnegie Mellon University**

#### **Component: Cyrus-sasl**

Copyright (c) 1998-2003 Carnegie Mellon University. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. The name "Carnegie Mellon University" must not be used to endorse or promote products derived from this software without prior written permission. For permission or any other legal details, please contact Office of Technology Transfer, Carnegie Mellon University, 5000 Forbes Avenue, Pittsburgh, PA 15213-3890, (412) 268-4387, fax: (412) 268-7395, [tech-transfer@andrew.cmu.edu](mailto:tech-transfer@andrew.cmu.edu) 4. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by Computing Services at Carnegie Mellon University (<http://www.cmu.edu/computing/>)." CARNEGIE MELLON UNIVERSITY DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL CARNEGIE MELLON

UNIVERSITY 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.

**Eclipse Software**

**Component: Eclipse**

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 5. 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.

**Royal Institute of Technology (Stockholm)**

**Component: Heimdal**

Copyright (c) 1995 - 2008 Kungliga Tekniska Högskolan (Royal Institute of Technology, Stockholm, Sweden). 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 Institute 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 INSTITUTE 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 INSTITUTE 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.

**Atsuhiko Yamanaka and JCraft, Inc.**

**Component: Jsch**

Copyright (c) 2002,2003,2004,2005 Atsuhiko Yamanaka, JCraft,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: 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. The names of the authors may not be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED "AS IS" AND ANY 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 JCRAFT, INC. OR ANY CONTRIBUTORS TO THIS 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.

**Kx Systems, Inc.**

**Components: kx q library and kx jdbc library**

No third party license terms or additional notices required.

**Regents of the University of California and NetBSD Foundation, Inc.**

**Component: libedit**

1. Copyright (c) 1989, 1993 The Regents of the University of California. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. Neither the name of the University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED BY THE REGENTS AND CONTRIBUTORS ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE REGENTS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

2. Copyright (c) 1999, 2005 The NetBSD Foundation, 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: 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the NetBSD Foundation, Inc. and its contributors. 4. Neither the name of The NetBSD Foundation nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED BY THE NETBSD FOUNDATION, INC. AND CONTRIBUTORS ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE FOUNDATION OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**Norris Boyd**

**Component: Rhino**

This component is licensed under the Mozilla Public License version 1.1, a copy of which is at Attachment 4. Portions of Rhino are subject to the following terms: Copyright 1997, 1998 Sun Microsystems, Inc. All Rights Reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. 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 Sun Microsystems 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.

**NetBSD Foundation, Inc.**

**Component: NetBSD**

Copyright (c) 1997, 1998 The NetBSD Foundation, Inc. All rights reserved. This code was contributed to The NetBSD Foundation by Klaus Klein. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the NetBSD Foundation, Inc. and its contributors. 4. Neither the name of The NetBSD Foundation nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED BY THE NETBSD FOUNDATION, INC. AND CONTRIBUTORS ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE FOUNDATION OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**Sun Microsystems, Inc.**

**Component: Javabeans Activation Framework, Javaimail and Openmq**

No third party license terms or additional notices required.

**The 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 acknowledgement: "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 acknowledgement: "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.

2. OpenSSL includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com). Original SSLeay License Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com) All rights reserved. This package is an SSL implementation written by Eric Young (eay@cryptsoft.com). The implementation was written so as to conform with Netscapes SSL. This library is free for commercial and non-commercial use as long as the following conditions are adhered to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com). Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: 1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)" The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-). 4. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement: "This product includes software written by Tim Hudson (tjh@cryptsoft.com)" THIS SOFTWARE IS PROVIDED BY ERIC YOUNG "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The license and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution license [including the GNU Public License.]

## **University of Cambridge**

### **Component: pcre**

Copyright (c) 1997-2005 University of Cambridge All rights reserved. The C++ wrapper functions contributed by: Google Inc. Copyright (c) 2005, Google 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 University of Cambridge nor the name of Google Inc. nor the names of their 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.

**Peter Harvey and Nick Gorham**

**Component: UnixODBC**

The unixODBC software is written and copyrighted by Peter Harvey and Nick Gorham. All rights reserved. unixODBC is licensed under the Lesser General Public License (LGPL), a copy of which is at Attachment 2. A copy of the source code for the above component may be requested by contacting: Sybase, Inc, Legal Department, One Sybase Drive, Dublin CA 94568 U.S.A.

**PostgreSQL Global Development Group and Regents of the University of California**

**Component: Postgres JDBC Driver**

Portions Copyright (c) 1996-2009, PostgreSQL Global Development Group Portions Copyright (c) 1994-1996 Regents of the University of California Permission to use, copy, modify, and distribute this software and its documentation for any purpose, without fee, and without a written agreement is hereby granted, provided that the above copyright notice and this paragraph and the following two paragraphs appear in all copies. IN NO EVENT SHALL THE UNIVERSITY OF CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE UNIVERSITY OF CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS ON AN "AS IS" BASIS, AND THE UNIVERSITY OF CALIFORNIA HAS NO OBLIGATIONS TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

**Powerdog Industries**

**Component: Powerdog**

Copyright (c) 1994 Powerdog Industries. All rights reserved. Redistribution and use in source and binary forms, without modification, are permitted provided that the following conditions are met: 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by Powerdog Industries. 4. The name of Powerdog Industries may not be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED BY POWERDOG INDUSTRIES ``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 POWERDOG INDUSTRIES 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.

**Hovik Melikyan**

**Component: C++ Portable Types Library (PTypes)**

Copyright (C) 2001-2004 Hovik Melikyan <http://www.melikyan.com/ptypes/> This software is provided 'as-is', without any express or implied warranty. In no event will the author 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. Hovik Melikyan [hovik@melikyan.com](mailto:hovik@melikyan.com)

### **Quickfixengine.org**

#### **Component: QuickFIX**

The QuickFIX Software License, Version 1.0 Copyright (c) 2001-2006 quickfixengine.org 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 quickfixengine.org (<http://www.quickfixengine.org/>)." Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear. 4. The names "QuickFIX" and "quickfixengine.org" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [ask@quickfixengine.org](mailto:ask@quickfixengine.org) 5. Products derived from this software may not be called "QuickFIX", nor may "QuickFIX" appear in their name, without prior written permission of quickfixengine.org 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 QUICKFIXENGINE.ORG 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.

### **Object Refinery Limited and Contributors**

#### **Component: JFreeChart and JCommon** (all platforms)

The JFreeChart and JCommon software is Copyright © 2000-2009 by Object Refinery Limited and Contributors. All rights reserved. JFreeChart and JCommon are licensed under the Lesser General Public License (LGPL), a copy of which is at Attachment 2. A copy of the source code for the above component maybe requested from Sybase by contacting: Sybase, Inc, Legal Department, One Sybase Drive, Dublin CA 94568 U.S.A.

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

#### **Component: bcprov (bouncycastle)**

Copyright (c) 2000 - 2009 The Legion Of The Bouncy Castle (<http://www.bouncycastle.org>) Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions: The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE

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

#### **PostgreSQL Global Development Group/Insight Distribution Systems**

##### **Component: Postgres ODBC**

The Postgres ODBC software is copyrighted by The PostgreSQL Global Development Group Copyright © 1998-2009 and Insight Distribution Systems Copyright © 1998. All rights reserved. PostgreSQL ODBC is licensed under the Lesser General Public License version 2.1 (LGPL), a copy of which is at Attachment 2. A copy of the source code for the above component may be requested by contacting: Sybase, Inc, Legal Department, One Sybase Drive, Dublin CA 94568 U.S.A.

#### **International Business Machines**

##### **Components: ICU and DB2 JDBC Runtime Modules**

ICU is made available subject to the following terms: Copyright (c) 1995-2009 International Business Machines Corporation and others All rights reserved. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE. Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder. All trademarks and registered trademarks mentioned herein are the property of their respective owners.

#### **Sun Microsystems, Inc.**

##### **Component: Java Runtime Environment 5**

Sun has provided notice that JRE contains third party components as set forth in Attachment 7.

#### **Free Software Foundation**

##### **Components: libstdc++.so and libgcc\_s.so**

These components are copyrighted by the Free Software Foundation. All rights reserved. The components are licensed under the GNU General Public License v2 subject to the following "runtime exception": As a special exception, you may use this file as part of a free software library without restriction. Specifically, if other files instantiate templates or use macros or inline functions from this file, or you compile this file and link it with other files to produce an executable, this file does not by itself cause the resulting executable to be covered by the GNU General Public License. This exception does not however invalidate any other reasons why the executable file might be covered by the GNU General Public License. Sybase's use of the above-referenced components fits within the "runtime exception". As such, Sybase's use and distribution of the components is not subject to the terms of the GNU General Public license. A copy of the GNU General Public License v2 is attached as Attachment 3. A copy of the source code for the above component may be requested by contacting: Sybase, Inc, Legal Department, One Sybase Drive, Dublin CA 94568 U.S.A.

#### **Microsoft Corporation**

##### **Component: SQL Server 2005 JDBC Driver**

No third party license terms or additional notices required.

**Sun Microsystems, Inc.**

**Component: Glassfish Openmq**

The Glassfish Openmq software is copyrighted by Sun Microsystems, Inc. All rights reserved. Glassfish Openmq is licensed under the Common Development and Distribution License (CDDL), a copy of which is at Attachment 6. Any terms in the Sybase license agreement that differ from the terms of the CDDL, are offered by Sybase alone and not by Sun or its contributors. A copy of the source code for the above component may be requested by contacting: Sybase, Inc, Legal Department, One Sybase Drive, Dublin CA 94568 U.S.A.

**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 Program 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

### GNU Lesser General Public License

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

#### **Preamble**

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

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

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

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If

you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed

to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

## **TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION**

**0.** This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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

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

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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

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

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

**3.** You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

**4.** You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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

**5.** A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

**6.** As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable

"work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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

**9.** You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

**10.** Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

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

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

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

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

**12.** If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

**13.** The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

#### **How to Apply These Terms to Your New Libraries**

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

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

<one line to give the library's name and an idea of what it does.> Copyright (C) <year> <name of author>

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

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

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

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in the library `Frob' (a library for tweaking knobs) written by James Random Hacker.

signature of Ty Coon, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!

### **ATTACHMENT 3**

#### **The GNU General Public License (GPL)**

*Version 2, June 1991*

Copyright (C) 1989, 1991 Free Software Foundation, Inc.

59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

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

## **Preamble**

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

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

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

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

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

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

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

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

## **TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION**

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

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

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

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

**2.** You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

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

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

**3.** You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

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

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

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

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise)

that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

**8.** If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

**9.** The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

## **NO WARRANTY**

**11.** BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

**12.** IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

## **How to Apply These Terms to Your New Programs**

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

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

One line to give the program's name and a brief idea of what it does.

Copyright (C) <year> <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

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

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

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

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

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

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

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

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

signature of Ty Coon, 1 April 1989

Ty Coon, President of Vice

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

## ATTACHMENT 4

### 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 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

### COMMON DEVELOPMENT AND DISTRIBUTION LICENSE V1.0

- **1. Definitions.**
  - **1.1. “Contributor”** means each individual or entity that creates or contributes to the creation of Modifications.
  - **1.2. “Contributor Version”** means the combination of the Original Software, prior Modifications used by a Contributor (if any), and the Modifications made by that particular Contributor.
  - **1.3. “Covered Software”** means (a) the Original Software, or (b) Modifications, or (c) the combination of files containing Original Software with files containing Modifications, in each case including portions thereof.
  - **1.4. “Executable”** means the Covered Software in any form other than Source Code.
  - **1.5. “Initial Developer”** means the individual or entity that first makes Original Software available under this License.
  - **1.6. “Larger Work”** means a work which combines Covered Software or portions thereof with code not governed by the terms of this License.
  - **1.7. “License”** means this document.
  - **1.8. “Licensable”** means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.
  - **1.9. “Modifications”** means the Source Code and Executable form of any of the following:

- **A.** Any file that results from an addition to, deletion from or modification of the contents of a file containing Original Software or previous Modifications;
    - **B.** Any new file that contains any part of the Original Software or previous Modification; or
    - **C.** Any new file that is contributed or otherwise made available under the terms of this License.
  - **1.10. “Original Software”** means the Source Code and Executable form of computer software code that is originally released under this License.
  - **1.11. “Patent Claims”** means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.
  - **1.12. “Source Code”** means (a) the common form of computer software code in which modifications are made and (b) associated documentation included in or with such code.
  - **1.13. “You” (or “Your”)** means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, “You” includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, “control” means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.
- **2. License Grants.**
    - **2.1. The Initial Developer Grant.**

Conditioned upon Your compliance with Section 3.1 below and subject to third party intellectual property claims, the Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license:

- **(a)** under intellectual property rights (other than patent or trademark) Licensable by Initial Developer, to use, reproduce, modify, display, perform, sublicense and distribute the Original Software (or portions thereof), with or without Modifications, and/or as part of a Larger Work; and
- **(b)** under Patent Claims infringed by the making, using or selling of Original Software, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Software (or portions thereof).
- **(c)** The licenses granted in Sections 2.1(a) and (b) are effective on the date Initial Developer first distributes or otherwise makes the Original Software available to a third party under the terms of this License.

- **(d)** Notwithstanding Section 2.1(b) above, no patent license is granted: (1) for code that You delete from the Original Software, or (2) for infringements caused by: (i) the modification of the Original Software, or (ii) the combination of the Original Software with other software or devices.

- **2.2. Contributor Grant.**

Conditioned upon Your compliance with Section 3.1 below and subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license:

- **(a)** under intellectual property rights (other than patent or trademark) Licensable by Contributor to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof), either on an unmodified basis, with other Modifications, as Covered Software and/or as part of a Larger Work; and
- **(b)** under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: (1) Modifications made by that Contributor (or portions thereof); and (2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).
- **(c)** The licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first distributes or otherwise makes the Modifications available to a third party.
- **(d)** Notwithstanding Section 2.2(b) above, no patent license is granted: (1) for any code that Contributor has deleted from the Contributor Version; (2) for infringements caused by: (i) third party modifications of Contributor Version, or (ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or (3) under Patent Claims infringed by Covered Software in the absence of Modifications made by that Contributor.

- **3. Distribution Obligations.**

- **3.1. Availability of Source Code.**

Any Covered Software that You distribute or otherwise make available in Executable form must also be made available in Source Code form and that Source Code form must be distributed only under the terms of this License. You must include a copy of this License with every copy of the Source Code form of the Covered Software You distribute or otherwise make available. You must inform recipients of any such Covered Software

in Executable form as to how they can obtain such Covered Software in Source Code form in a reasonable manner on or through a medium customarily used for software exchange.

○ **3.2. Modifications.**

The Modifications that You create or to which You contribute are governed by the terms of this License. You represent that You believe Your Modifications are Your original creation(s) and/or You have sufficient rights to grant the rights conveyed by this License.

○ **3.3. Required Notices.**

You must include a notice in each of Your Modifications that identifies You as the Contributor of the Modification. You may not remove or alter any copyright, patent or trademark notices contained within the Covered Software, or any notices of licensing or any descriptive text giving attribution to any Contributor or the Initial Developer.

○ **3.4. Application of Additional Terms.**

You may not offer or impose any terms on any Covered Software in Source Code form that alters or restricts the applicable version of this License or the recipients' rights hereunder. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Software. However, you may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

○ **3.5. Distribution of Executable Versions.**

You may distribute the Executable form of the Covered Software under the terms of this License or under the terms of a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable form does not attempt to limit or alter the recipient's rights in the Source Code form from the rights set forth in this License. If You distribute the Covered Software in Executable form under a different license, You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

○ **3.6. Larger Works.**

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

- **4. Versions of the License.**

- **4.1. New Versions.**

Sun Microsystems, Inc. is the initial license steward and may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Except as provided in Section 4.3, no one other than the license steward has the right to modify this License.

- **4.2. Effect of New Versions.**

You may always continue to use, distribute or otherwise make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. If the Initial Developer includes a notice in the Original Software prohibiting it from being distributed or otherwise made available under any subsequent version of the License, You must distribute and make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. Otherwise, You may also choose to use, distribute or otherwise make the Covered Software available under the terms of any subsequent version of the License published by the license steward.

- **4.3. Modified Versions.**

When You are an Initial Developer and You want to create a new license for Your Original Software, You may create and use a modified version of this License if You: (a) rename the license and remove any references to the name of the license steward (except to note that the license differs from this License); and (b) otherwise make it clear that the license contains terms which differ from this License.

- **5. DISCLAIMER OF WARRANTY.**

COVERED SOFTWARE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED SOFTWARE IS WITH YOU. SHOULD ANY COVERED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL

PART OF THIS LICENSE. NO USE OF ANY COVERED SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

- **6. TERMINATION.**

- **6.1.** This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.
- **6.2.** If You assert a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You assert such claim is referred to as “Participant”) alleging that the Participant Software (meaning the Contributor Version where the Participant is a Contributor or the Original Software where the Participant is the Initial Developer) directly or indirectly infringes any patent, then any and all rights granted directly or indirectly to You by such Participant, the Initial Developer (if the Initial Developer is not the Participant) and all Contributors under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively and automatically at the expiration of such 60 day notice period, unless if within such 60 day period You withdraw Your claim with respect to the Participant Software against such Participant either unilaterally or pursuant to a written agreement with Participant.
- **6.3.** In the event of termination under Sections 6.1 or 6.2 above, all end user licenses that have been validly granted by You or any distributor hereunder prior to termination (excluding licenses granted to You by any distributor) shall survive termination.

- **7. LIMITATION OF LIABILITY.**

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

- **8. U.S. GOVERNMENT END USERS.**

The Covered Software is a “commercial item,” as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of “commercial computer software” (as that term is defined at 48 C.F.R. § 252.227-7014(a)(1)) and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Software with only those rights set forth herein. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFAR, or other clause or provision that addresses Government rights in computer software under this License.

- **9. MISCELLANEOUS.**

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by the law of the jurisdiction specified in a notice contained within the Original Software (except to the extent applicable law, if any, provides otherwise), excluding such jurisdiction’s conflict-of-law provisions. Any litigation relating to this License shall be subject to the jurisdiction of the courts located in the jurisdiction and venue specified in a notice contained within the Original Software, with the losing party responsible for costs, including, without limitation, court costs and reasonable attorneys’ fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License. You agree that You alone are responsible for compliance with the United States export administration regulations (and the export control laws and regulation of any other countries) when You use, distribute or otherwise make available any Covered Software.

- **10. RESPONSIBILITY FOR CLAIMS.**

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

- **NOTICE PURSUANT TO SECTION 9 OF THE COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL)**

The code released under the CDDL shall be governed by the laws of the State of California (excluding conflict-of-law provisions). Any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California and the state courts of the State of California, with venue lying in Santa Clara County, California.

## ATTACHMENT 7

### Sun Microsystems JRE 1.5 – Third Party Licenses

%% 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 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](mailto: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](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 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/>" (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
*
rights  * Copyright (c) 2001 The Apache Software Foundation. All
* reserved.
*
or without * Redistribution and use in source and binary forms, with
* modification, are permitted provided that the following
conditions * are met:
*
```

copyright  
disclaimer.  
above copyright  
disclaimer in  
with the  
redistribution,  
(<http://www.apache.org/>)."  
software itself,  
normally appear.  
and  
products  
permission. For  
"Apache",  
without  
Foundation.  
IMPLIED  
WARRANTIES  
ARE  
FOUNDATION OR  
INCIDENTAL,  
BUT NOT  
LOSS OF  
CAUSED AND

- \* 1. Redistributions of source code must retain the above 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.**