

# QAD Third-Party Software License Document

**Santa Rosa 2  
September 2017**

QAD incorporates multiple technologies from third-party software vendors. These technologies are included with the product and are transparent to the user. They are listed in this document to give credit to the open-source projects that created them.

Use the following list to find a specific third-party software product.

**AngularJS 3**  
**Angulartics 3**  
**Apache ActiveMQ Artemis 3**  
**Apache Commons 3**  
**Apache Tika 4**  
**Apache Tuscany 4**  
**AspectJ 4**  
**Ehcache 4**  
**Elasticsearch 5**  
**Font Awesome 5**  
**Google Material Icons 5**  
**Guava Project 5**  
**Jackson JSON Processor 6**  
**jQuery 6**  
**Kendo UI Professional 6**  
**Logback 6**  
**MongoDB 7**  
**MXP1 7**  
**Quartz Job Scheduler 7**  
**Spring Batch 8**  
**Spring Framework 8**  
**Spring Security 8**  
**xml Pull Parsing API 8**

## Change Summary

The following table summarizes significant differences between this document and the previous version.

<b>Date</b>	<b>Description</b>	<b>Reference</b>
September 2017 (Channel Islands: Santa Rosa 2)	Added information for Elasticsearch.	--
March 2017 (Channel Islands: Santa Rosa 1)	Added information for Angulartics, Google Material Icons and jQuery.	--
September 2016 (Channel Islands: Santa Cruz 2)	Added information for Apache ActiveMQ Artemis and Font Awesome.	--
	Removed information for ExtJS.	
March 2016 (Channel Islands: Santa Cruz 1)	Added information for Apache Tika and Ext JS.	--
September 2015 (Channel Islands: Anacapa)	Initial publication	

## Third-Party Software Products

The following entries describe products that may be included in your QAD software package.

### AngularJS

**Vendor:** Google

**Vendor Web Site:** <https://angularjs.org/>

**Item Description:** AngularJS (commonly referred to as “Angular”) is an open-source web application framework maintained by Google and by a community of individual developers and corporations to address many of the challenges encountered in developing single-page applications. It aims to simplify both the development and the testing of such applications by providing a framework for client-side model–view–controller (MVC) and model–view–viewmodel (MVVM) architectures, along with components commonly used in rich Internet applications. The AngularJS library works by first reading the HTML page, which has embedded into it additional custom tag attributes. Angular interprets those attributes as directives to bind input or output parts of the page to a model that is represented by standard JavaScript variables. The values of those JavaScript variables can be manually set within the code, or retrieved from static or dynamic JSON resources.

**License Web Site:** <https://opensource.org/licenses/MIT>

**License:** See “The MIT License (MIT)” on page 58.

### Angulartics

**Vendor:** Angulartics

**Vendor Web Site:** <https://github.com/angulartics>

**Item Description:** Simplifies application analytics for angularJS single-page applications.

**License Web Site:** <https://github.com/angulartics/angulartics/blob/master/LICENSE>

**License:** See “The MIT License (MIT)” on page 58.

### Apache ActiveMQ Artemis

**Vendor:** Apache

**Vendor Web Site:** <http://activemq.apache.org/artemis/>

**Item Description:** ActiveMQ Artemis is a multi-protocol, embeddable, high-performance, clustered, asynchronous messaging system

**License Web Site:** <http://www.apache.org/licenses/LICENSE-2.0>

**License:** See “Apache License v2.0” on page 9.

### Apache Commons

**Vendor:** Apache Software Foundation

**Vendor Web Site:** <http://commons.apache.org/>

**Item Description:** Apache Commons is an Apache project focused on all aspects of reusable Java components.

The Apache Commons project is composed of three parts:

- The Commons Proper - A repository of reusable Java components.
- The Commons Sandbox - A workspace for Java component development.
- The Commons Dormant - A repository of components that are currently inactive.

**License Web Site:** <http://www.apache.org/licenses/>

**License:** See “Apache License v2.0” on page 9.

## Apache Tika

**Vendor:** Apache Software Foundation

**Vendor Web Site:** <https://tika.apache.org/>

**Item Description:** Provides a means to scan files for Media Type.

**License Web Site:** <http://www.apache.org/licenses/LICENSE-2.0>

**License:** See “Apache License v2.0” on page 9.

## Apache Tuscany

**Vendor:** Apache Software Foundation

**Vendor Web Site:** <http://tuscany.apache.org/home.html>

**Item Description:** Apache Tuscany provides a service-oriented architecture (SOA) and the infrastructure for easily developing and running applications using a service-oriented approach. This lightweight runtime is designed to be embedded in, or provisioned to, a number of different host environments.

**License Web Site:** <http://www.apache.org/licenses/LICENSE-2.0>

**License:** See “Apache License v2.0” on page 9.

## AspectJ

**Vendor:** Eclipse

**Vendor Web Site:** <https://eclipse.org/org/>

**Item Description:** Aspect-oriented extensions to the Java programming language

**License Web Site:** <https://eclipse.org/org/documents/epl-v10.php>

**License:** See “Eclipse Public License – v1.0” on page 21.

## Ehcache

**Vendor:** Ehcache

**Vendor Web Site:** <http://www.ehcache.org/>

**Item Description:** Ehcache is an open source, standards-based cache that boosts performance, offloads your database, and simplifies scalability. It's the most widely-used Java-based cache because it's robust, proven, full-featured, and integrates with other popular libraries and frameworks. Ehcache scales from in-process caching, all the way to mixed in-process/out-of-process deployments with terabyte-sized caches.

**License Web Site:** <http://www.ehcache.org/about/license.html>

**License:** See “Apache License v2.0” on page 9.

## Elasticsearch

**Vendor:** Elasticsearch

**Vendor Web Site:** <https://www.elastic.co/>

**Item Description:** Elasticsearch is a search engine based on Lucene. It provides a distributed, multitenant-capable, full-text search engine with an HTTP web interface and schema-free JSON documents. Elasticsearch is developed in Java and is released as open source under the terms of the Apache License.

**License Web Site:** <https://www.apache.org/licenses/LICENSE-2.0>

**License:** See “Apache License v2.0” on page 9.

## Font Awesome

**Vendor:** Font Awesome/Dave Gandy

**Vendor Web Site:** <http://fontawesome.io/>

**Item Description:** An icon font toolset.

**License Web Site:** <http://fontawesome.io/license/>

**License:** See “The MIT License (MIT)” on page 58, “SIL OPEN FONT LICENSE” on page 59, and “Creative Commons License” on page 16.

## Google Material Icons

**Vendor:** Google

**Vendor Web Site:** <https://material.io/icons/>

**Item Description:** Icon set for use on user interfaces and web sites.

**License Web Site:** <https://www.apache.org/licenses/LICENSE-2.0>

**License:** See “Apache License v2.0” on page 9.

## Guava Project

**Vendor:** Google

**Vendor Web Site:** <https://code.google.com/p/guava-libraries/>

**Item Description:** The Guava project contains several of Google’s core libraries that QAD relies on in our Java-based projects: collections, caching, primitives support, concurrency libraries, common annotations, string processing, I/O.

**License Web Site:** <http://www.apache.org/licenses/LICENSE-2.0>

**License:** See “Apache License v2.0” on page 9.

## Jackson JSON Processor

**Vendor:** Jackson

**Vendor Web Site:** <http://wiki.fasterxml.com/JacksonHome>

**Item Description:** Jackson is a suite of data-processing tools for Java (and JVM platform), including the streaming JSON parser / generator library, matching data-binding library (POJOs to and from JSON) and additional data format modules to process data encoded in Avro, BSON, CBOR, CSV, Smile, Protobuf, XML or YAML; and even the large set of data format modules to support data types of widely used data types such as Joda, Guava and many more.

**License Web Site:** <http://wiki.fasterxml.com/JacksonLicensing>

**License:** See “Apache License v2.0” on page 9.

## jQuery

**Vendor:** jQuery Foundation

**Vendor Web Site:** <https://jquery.org>

**Item Description:** File Upload widget with multiple file selection, drag and drop support, progress bar, validation and preview images, audio and video for jQuery. Supports cross-domain, chunked and resumable file uploads. Works with any server-side platform (Google App Engine, PHP, Python, Ruby on Rails, Java, etc.) that supports standard HTML form file uploads.

**License Web Site:** <https://tldrlegal.com/license/mit-license>

**License:** See “The MIT License (MIT)” on page 58.

## Kendo UI Professional

**Vendor:** Telerik

**Vendor Web Site:** <http://www.telerik.com/>

**Item Description:** Kendo UI is an HTML5 user interface framework for building interactive and high-performance websites and applications. The framework comes with a library of more than 70 UI widgets, an abundance of data-visualization gadgets, client-side data source, and a built-in MVVM library. Kendo UI provides AngularJS and Bootstrap integration.

**License Web Site:** <http://www.telerik.com/purchase/license-agreement/kendo-ui-professional>

**License:** See “Telerik End User License Agreement for Kendo UI Professional” on page 71.

## Logback

**Vendor:** Quality Open Software

**Vendor Web Site:** <http://logback.qos.ch/job.html>

**Item Description:** Logback is intended as a successor to the popular log4j project, picking up where log4j leaves off.

**License Web Site:** <http://logback.qos.ch/license.html> (EPL v1.0 and the LGPL 2.1)

**License:** See “Eclipse Public License – v1.0” on page 21 and MongoDB.

## MongoDB

**Vendor:** MongoDB Inc

**Vendor Web Site:** <https://www.mongodb.org/>

**Item Description:** MongoDB is a cross-platform document-oriented database. Classified as a NoSQL database, MongoDB eschews the traditional table-based relational database structure in favor of JSON-like documents with dynamic schemas, making the integration of data in certain types of applications easier and faster.

**Server License Web Site:** <http://www.gnu.org/licenses/agpl-3.0.html>

**Client Web Site:** <http://www.apache.org/licenses/LICENSE-2.0>

**Server License:** See “GNU Affero General Public License (GNU AGPL)” on page 25

**Client License:** See “Apache License v2.0” on page 9.

## MXP1

**Vendor:** Extreme Labs, Indiana University

**Vendor Web Site:** <http://www.extreme.indiana.edu/xgws/xsoap/xpp/mxp1/>

**Item Description:** MXP1 is a stable XmlPull parsing engine that is based on ideas from XPP and in particular XPP2 but completely revised and rewritten to take the best advantage of latest JIT JVMs such as Hotspot in JDK 1.4+.

**License Web Site:** <http://www.extreme.indiana.edu/dist/java-repository/xpp3/licenses/LICENSE.txt>

**License:** “LICENSE FOR THE Extreme! Lab” on page 24.

## Quartz Job Scheduler

**Vendor:** Terracotta

**Vendor Web Site:** <http://www.quartz-scheduler.org/>

**Item Description:** Quartz is an open-source job-scheduling library that can be integrated within virtually any Java application. Quartz can be used to create simple or complex schedules for executing tens, hundreds, or even tens-of-thousands of jobs; jobs whose tasks are defined as standard Java components that may execute virtually anything you may program them to do. The Quartz Scheduler includes many enterprise-class features, such as support for JTA transactions and clustering.

**License Web Site:** <http://www.quartz-scheduler.org/overview/license.html>

**License:** See “Apache License v2.0” on page 9.

## Spring Batch

**Vendor:** Pivotal Software, Inc.

**Vendor Web Site:** <http://projects.spring.io/spring-batch/>

**Item Description:** A lightweight, comprehensive batch framework designed to enable the development of robust batch applications vital for the daily operations of enterprise systems.

**License Web Site:** <http://www.apache.org/licenses/LICENSE-2.0>

**License:** See “Apache License v2.0” on page 9.

## Spring Framework

**Vendor:** Pivotal Software, Inc.

**Vendor Web Site:** <https://spring.io/>

**Item Description:** Spring Framework is a Java platform that provides comprehensive infrastructure support for developing Java applications.

**License Web Site:** <http://www.apache.org/licenses/LICENSE-2.0>

**License:** See “Apache License v2.0” on page 9.

## Spring Security

**Vendor:** Pivotal Software

**Vendor Web Site:** <http://projects.spring.io/spring-security/>

**Item Description:** Spring Security is a powerful and highly customizable authentication and access-control framework. It is the de facto standard for securing Spring-based applications.

**License Web Site:** <http://www.apache.org/licenses/LICENSE-2.0>

**License:** “Apache License v2.0” on page 9.

## xml Pull Parsing API

**Vendor:** XML Pull Project

**Vendor Web Site:** <http://www.xmlpull.org/>

**Item Description:** XML Pull Parsing API allows both fast high level iteration (using next() method) and low-level tokenizing (using nextToken() token) and is designed for easy building on top of it SAX, XML pull parsers that uses iterators with event objects, or even DOM implementations.

**License Web Site:** <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html>

**License:** See “GNU LESSER GENERAL PUBLIC LICENSE” on page 42.

# Licenses

## Apache License v2.0

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:

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

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

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

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

## BSD License

Copyright (c) 2010 Terence Parr

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 author nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY 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.

## Common Development and Distribution License (CDDL-1.0)

COMMON DEVELOPMENT AND DISTRIBUTION LICENSE Version 1.0 (CDDL-1.0) (text)

### 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 recipients 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 PARTYS 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 jurisdictions 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.

## Creative Commons License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE (“CCPL” OR “LICENSE”). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

### 1. Definitions

“Adaptation” means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image (“synching”) will be considered an Adaptation for the purpose of this License.

“Collection” means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together

are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.

“Distribute” means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.

“Licensor” means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.

“Original Author” means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.

“Work” means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.

“You” means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

“Publicly Perform” means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from a place and at a place individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.

“Reproduce” means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

2. Fair Dealing Rights. Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

- a to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;

- b to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked “The original work was translated from English to Spanish,” or a modification could indicate “The original work has been modified.”;
- c to Distribute and Publicly Perform the Work including as incorporated in Collections; and,
- d to Distribute and Publicly Perform Adaptations.
- e For the avoidance of doubt:
  - **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
  - **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,
  - **Voluntary License Schemes.** The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved.

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

- a You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(b), as requested.
- b If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other

reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and (iv) , consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., “French translation of the Work by Original Author,” or “Screenplay based on original Work by Original Author”). The credit required by this Section 4 (b) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

- c** Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise.

## 5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. Termination

- a** This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

- b** Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

## 8. Miscellaneous

- a** Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.
- b** Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
- c** If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d** No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e** This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.
- f** The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

## The Curl License

### COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1996 - 2016, Daniel Stenberg, [daniel@haxx.se](mailto:daniel@haxx.se), and many contributors, see the THANKS file.

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.

## Eclipse Public License – v1.0

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

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. 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.

## LICENSE FOR THE Extreme! Lab

---

Copyright 2003 The Trustees of Indiana University.

All rights reserved.

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

- 1) All redistributions of source code must retain the above copyright notice, the list of authors in the original source code, this list of conditions and the disclaimer listed in this license;
- 2) All redistributions in binary form must reproduce the above copyright notice, this list of conditions and the disclaimer listed in this license in the documentation and/or other materials provided with the distribution;
- 3) Any documentation included with all redistributions must include the following acknowledgment:  
    "This product includes software developed by the Indiana University Extreme! Lab. For further information please visit <http://www.extreme.indiana.edu/>"

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

- 4) The name "Indiana University" and "Indiana University Extreme! Lab" shall not be used to endorse or promote products derived from this software without prior written permission from Indiana University. For written permission, please contact <http://www.extreme.indiana.edu/>.

5) Products derived from this software may not use “Indiana University” name nor may “Indiana University” appear in their name, without prior written permission of the Indiana University.

Indiana University provides no reassurances that the source code provided does not infringe the patent or any other intellectual property rights of any other entity. Indiana University disclaims any liability to any recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise.

LICENSEE UNDERSTANDS THAT SOFTWARE IS PROVIDED “AS IS” FOR WHICH NO WARRANTIES AS TO CAPABILITIES OR ACCURACY ARE MADE. INDIANA UNIVERSITY GIVES NO WARRANTIES AND MAKES NO REPRESENTATION THAT SOFTWARE IS FREE OF INFRINGEMENT OF THIRD PARTY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS. INDIANA UNIVERSITY MAKES NO WARRANTIES THAT SOFTWARE IS FREE FROM “BUGS”, “VIRUSES”, “TROJAN HORSES”, “TRAP DOORS”, “WORMS”, OR OTHER HARMFUL CODE. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE PERFORMANCE OF SOFTWARE AND/OR ASSOCIATED MATERIALS, AND TO THE PERFORMANCE AND VALIDITY OF INFORMATION GENERATED USING SOFTWARE.

## **GNU Affero General Public License (GNU AGPL)**

Version 3, 19 November 2007

Copyright © 2007 Free Software Foundation, Inc. <<http://fsf.org/>>

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

### **Preamble**

The GNU Affero General Public License is a free, copyleft license for software and other kinds of works, specifically designed to ensure cooperation with the community in the case of network server software.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, our General Public Licenses are intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users.

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 them 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.

Developers that use our General Public Licenses protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License which gives you legal permission to copy, distribute and/or modify the software.

A secondary benefit of defending all users' freedom is that improvements made in alternate versions of the program, if they receive widespread use, become available for other developers to incorporate. Many developers of free software are heartened and encouraged by the resulting cooperation. However, in the case of software used on network servers, this result may fail to come about. The GNU General Public License permits making a modified version and letting the public access it on a server without ever releasing its source code to the public.

The GNU Affero General Public License is designed specifically to ensure that, in such cases, the modified source code becomes available to the community. It requires the operator of a network server to provide the source code of the modified version running there to the users of that server. Therefore, public use of a modified version, on a publicly accessible server, gives the public access to the source code of the modified version.

An older license, called the Affero General Public License and published by Affero, was designed to accomplish similar goals. This is a different license, not a version of the Affero GPL, but Affero has released a new version of the Affero GPL which permits relicensing under this license.

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

## TERMS AND CONDITIONS

### 0. Definitions.

“This License” refers to version 3 of the GNU Affero General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

### 1. Source Code.

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

A “Standard Interface” means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work’s System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

## 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

## 3. Protecting Users’ Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

#### 4. Conveying Verbatim Copies.

You may convey 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; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

#### 5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

#### 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

## 7. Additional Terms.

“Additional permissions” are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered “further restrictions” within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

## 8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

#### 9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

#### 10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An “entity transaction” is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

#### 11. Patents.

A “contributor” is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's “contributor version”.

A contributor's “essential patent claims” are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, “control” includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a “patent license” is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To “grant” such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. “Knowingly relying” means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is “discriminatory” if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

## 12. No Surrender of Others' Freedom.

If 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 convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

## 13. Remote Network Interaction; Use with the GNU General Public License.

Notwithstanding any other provision of this License, if you modify the Program, your modified version must prominently offer all users interacting with it remotely through a computer network (if your version supports such interaction) an opportunity to receive the Corresponding Source of your version by providing access to the Corresponding Source from a network server at no charge, through some standard

or customary means of facilitating copying of software. This Corresponding Source shall include the Corresponding Source for any work covered by version 3 of the GNU General Public License that is incorporated pursuant to the following paragraph.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the work with which it is combined will remain governed by version 3 of the GNU General Public License.

#### 14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU Affero 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 that a certain numbered version of the GNU Affero General Public License “or any later version” applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU Affero General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU Affero General Public License can be used, that proxy’s public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

#### 15. Disclaimer of Warranty.

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.

#### 16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS 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.

## 17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

## GNU GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright © 2007 Free Software Foundation, Inc. <<http://fsf.org/>>

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

### Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. 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 them 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 prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. 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.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

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

## TERMS AND CONDITIONS

### 0. Definitions.

“This License” refers to version 3 of the GNU General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

### 1. Source Code.

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

A “Standard Interface” means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

## 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

## 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

## 4. Conveying Verbatim Copies.

You may convey 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; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

## 5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to “keep intact all notices”.
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an “aggregate” if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

## 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

## 7. Additional Terms.

“Additional permissions” are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered “further restrictions” within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

## 8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

## 9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you

permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

#### 10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An “entity transaction” is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

#### 11. Patents.

A “contributor” is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's “contributor version”.

A contributor's “essential patent claims” are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, “control” includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a “patent license” is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To “grant” such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. “Knowingly relying” means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is “discriminatory” if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

#### 12. No Surrender of Others' Freedom.

If 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 convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

#### 13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

#### 14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU 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 that a certain numbered version of the GNU General Public License “or any later version” applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

#### 15. Disclaimer of Warranty.

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.

#### 16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS 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.

#### 17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

## GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc.

51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 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

#### **libssh2 License**

- \* Copyright (c) 2004-2007 Sara Golemon <sarag@libssh2.org>
- \* Copyright (c) 2005,2006 Mikhail Gusarov <dottedmag@dottedmag.net>
- \* Copyright (c) 2006-2007 The Written Word, Inc.
- \* Copyright (c) 2007 Eli Fant <elifantu@mail.ru>
- \* Copyright (c) 2009-2014 Daniel Stenberg
- \* Copyright (C) 2008, 2009 Simon Josefsson
- \* 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 copyright holder nor the names of any other 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.

## Microsoft Public License (Ms-PL)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

### 1. Definitions

The terms “reproduce,” “reproduction,” “derivative works,” and “distribution” have the same meaning here as under U.S. copyright law.

A “contribution” is the original software, or any additions or changes to the software.

A “contributor” is any person that distributes its contribution under this license.

“Licensed patents” are a contributor's patent claims that read directly on its contribution.

### 2. Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

### 3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed “as-is.” You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

## **MICROSOFT SOFTWARE LICENSE TERMS (MICROSOFT ASP.NET MODEL VIEW CONTROLLER 4)**

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software.

If you comply with these license terms, you have the perpetual rights below.

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices for use with your ASP.NET programs. You may modify, copy, distribute or deploy any .js files contained in the software as part of your ASP.NET programs.

2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

a. **Distributable Code.** In addition to the .js files described above, the software contains code that you are permitted to distribute in ASP.NET programs you develop if you comply with the terms below.

i. **Redistributable DLL files.** You may copy and distribute the object code form of the following files.

- System.Net.Http.dll
- System.Net.Http.Formatting.dll
- System.Web.Http.SelfHost.dll
- System.Web.Http.WebHost.dll
- System.Web.Http.dll
- System.Net.Http.WebRequest.dll
- System.Web.Mvc.dll

**Third Party Distribution.** You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

ii. **Distribution Requirements.** For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;

- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
  - display your valid copyright notice on your programs; and
  - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- iii. Distribution Restrictions. You may not
- alter any copyright, trademark or patent notice in the Distributable Code;
  - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
  - distribute Distributable Code to run on a platform other than the Windows platform;
  - include Distributable Code in malicious, deceptive or unlawful programs; or
  - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
    - the code be disclosed or distributed in source code form; or
    - others have the right to modify it.
3. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
4. THIRD PARTY NOTICES. The software may include third party code that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party code are included for your information only.
5. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
  - work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  - publish the software for others to copy;
  - rent, lease or lend the software; or
  - transfer the software or this agreement to any third party.
6. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.
7. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
8. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software.

These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

9. SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it.

10. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

11. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

12. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

13. DISCLAIMER OF WARRANTY. The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

FOR AUSTRALIA – You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

14. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## **MICROSOFT SOFTWARE LICENSE TERMS (MICROSOFT .NET LIBRARY)**

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE PERPETUAL RIGHTS BELOW.

## 1. INSTALLATION AND USE RIGHTS.

a. **Installation and Use.** You may install and use any number of copies of the software to design, develop and test your programs. You may modify, copy, distribute or deploy any .js files contained in the software as part of your programs.

b. **Third Party Programs.** The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.

## 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. **DISTRIBUTABLE CODE.** In addition to the .js files described above, the software is comprised of Distributable Code. “Distributable Code” is code that you are permitted to distribute in programs you develop if you comply with the terms below.

### i. Right to Use and Distribute.

- You may copy and distribute the object code form of the software.
- **Third Party Distribution.** You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

### ii. Distribution Requirements. For any Distributable Code you distribute, you must

- use the Distributable Code in your programs and not as a standalone distribution;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.

### iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
  - the code be disclosed or distributed in source code form; or
  - others have the right to modify it.

3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - publish the software for others to copy;
  - rent, lease or lend the software; or
  - transfer the software or this agreement to any third party.
4. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
5. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
6. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
7. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
8. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
9. **APPLICABLE LAW.**
- a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
10. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
11. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
- FOR AUSTRALIA – YOU HAVE STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW AND NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS.**
12. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

**EXONÉRATION DE GARANTIE.** Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

## **MICROSOFT SOFTWARE LICENSE TERMS (MICROSOFT SILVERLIGHT 5)**

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates (including but not limited to bug fixes, patches, updates, upgrades, enhancements, new versions, and successors to the software, collectively called "updates"),
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, your installation of this software also operates as your consent to the transmission of certain standard computer information and to the automatic downloading and installation of updates on your computer.

If you comply with these license terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software. You may also make any number of copies as you need to distribute the software within your organization.

2. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways.

You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- transfer the software or this agreement to any third party.

4. **AUTOMATIC UPDATES.** This software contains an Automatic Update feature that is on by default. For more information about this feature, including instructions for turning it off, see [go.microsoft.com/fwlink/?LinkId=217109](http://go.microsoft.com/fwlink/?LinkId=217109). You may turn off this feature while the software is running (“opt out”). Unless you expressly opt out of this feature, this feature will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet protocols to send to the appropriate systems standard computer information, such as your computer’s Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software, and (c) automatically download and install, or prompt you to download and/or install, current Updates to the software. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information and the automatic downloading and installation of updates.

5. **MICROSOFT DIGITAL RIGHTS MANAGEMENT.** If you use the software to access content that has been protected with Microsoft Digital Rights Management (DRM), then, in order to let you play the content, the software may automatically request media usage rights from a rights server on the Internet and download and install available DRM updates. For more information, see [go.microsoft.com/fwlink/?LinkId=217109](http://go.microsoft.com/fwlink/?LinkId=217109).

6. **NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, AND THE VC-1 VIDEO STANDARD.** This software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS (“VIDEO STANDARDS”) AND/OR (ii) DECODE AVC, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED

FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

7. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

8. SUPPORT SERVICES. Microsoft provides support services for the software as described at [support.microsoft.com/gp/lifean45](http://support.microsoft.com/gp/lifean45).

9. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

10. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

11. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

12. DISCLAIMER OF WARRANTY. The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

13. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## The MIT License (MIT)

Copyright (c) <year> <copyright holders>

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

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

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

## Numberator License

Acuerdo de licencia entre Custombit y el tenedor de la licencia de EnLetras.dll Diferencias entre las licencias de usuario único, dos usuarios y de empresa:

- Una licencia para usuario único, permite usar la dll a UN único desarrollador de la empresa, y obtener actualizaciones gratuitas y acceder al servicio de soporte por correo electrónico durante un año. Una licencia de usuario único NO es transferible a otro desarrollador de la misma o de otra empresa.
- Una licencia para dos usuarios permite usar la dll a DOS desarrolladores de la misma empresa, y obtener actualizaciones gratuitas y acceder al servicio de soporte por correo electrónico durante un año. Una licencia para dos usuarios NO es transferible a otros desarrolladores de la misma o de otras empresas.
- Una licencia de empresa permite usar la dll a un número ilimitado de desarrolladores de la empresa tenedora de la licencia para el desarrollo de aplicaciones comerciales, y obtener actualizaciones gratuitas y acceder al servicio de soporte prioritario por correo electrónico durante un año.

La licencia de EnLetras.dll le otorga el derecho a:

- Usar la dll para el desarrollo de aplicaciones en general, para un único desarrollador, para dos desarrolladores o para un número ilimitado de desarrolladores de la empresa tenedora, según sea el tipo de licencia adquirida (ver arriba).
- Comercializar toda aplicación desarrollada por la empresa tenedora, compilada con la dll.
- Solicitar futuras versiones de la dll por correo electrónico durante un año a partir de la fecha de compra. Después de pasado este período, Custombit no podrá proveer ninguna versión anterior del software, documentación o ejemplos.

Custombit no brinda servicios de backup y asume que los backups son mantenidos por el usuario de la licencia. El usuario de la licencia designado por la empresa podrá acceder al servicio de soporte por correo electrónico durante el período de vigencia de la licencia. Vender sus aplicaciones que usen la dll sin necesidad de pagos adicionales.

Este acuerdo de licencia le impide:

- Crear componentes compilados derivados tales como controles OCX, ActiveX, .NET, Web, o otros componentes y venderlo o distribuirlo como producto.

- Utilizar la dll en aplicaciones comercializadas utilizando un nombre diferente al de la empresa tenedora de la licencia.
- Transferir la licencia a otro u otros desarrolladores.
- Transferir la licencia a otra empresa.
- Utilizar la dll por un mayor número de desarrolladores de la empresa que el número indicado al momento de comprar la licencia (licencias para un único desarrollador o para dos desarrolladores sólo podrán utilizarse por el desarrollador o los desarrolladores asignados por la empresa en el momento de la compra).
- Instalar la dll en equipos que no sean usados principalmente por el usuario de la licencia.

Este acuerdo de licencia termina automáticamente ante la violación de cualquiera de los términos y condiciones descritos.

Aviso legal: ESTE SOFTWARE SE PROVEE EN EL ESTADO EN QUE SE ENCUENTRA, SIN GARANTÍAS DE NINGÚN TIPO, YA SEAN EXPLÍCITAS O TÁCITAS, INCLUYENDO, AUNQUE NO LIMITADO, A LAS DE COMERCIALIZACIÓN DE LOS PRODUCTOS COMPILADOS CON ELLA, O QUE VAYA A SERVIR PARA NINGÚN PROPÓSITO PARTICULAR. EL COMPRADOR ASUME LA TOTALIDAD DE LA RESPONSABILIDAD POR LAS CONSECUENCIAS DE SU USO Y DAÑOS DERIVADOS DE ERRORES O FALTA DE PRECISIÓN EN LOS DATOS Y RESULTADOS GENERADOS POR ERRORES EN ESTE SOFTWARE Y SU DOCUMENTACIÓN. Custombit NO SERÁ DE NINGUNA MANERA RESPONSABLE NI PODRÁ SER RESPONSABILIZADO POR DAÑOS ATRIBUIBLE AL USO O LA IMPOSIBILIDAD DE USO DE ESTE SOFTWARE, INCLUSO AUNQUE Custombit HAYA SIDO NOTIFICADO SOBRE LA POSIBILIDAD DE DICHOS DAÑOS. AL ACEPTAR ESTOS TÉRMINOS DE LICENCIA, EL COMPRADOR ESTARÁ ACEPTANDO QUE Custombit NO PODRÁ SER RESPONSABILIZADO DIRECTA O INDIRECTAMENTE POR NINGUNA CONSECUENCIA CASUAL, CAUSAL, DIRECTA, INDIRECTA, ESPECIAL, PUNITIVA O POR CUALQUIER DAÑO DE CUALQUIER NATURALEZA, INCLUYENDO AUNQUE NO LIMITADO A DAÑOS O PÉRDIDAS DE GANANCIAS, OPORTUNIDADES DE NEGOCIOS, LUCRO CESANTE, PÉRDIDAS DE INFORMACIÓN, ERRORES EN DOCUMENTOS GENERADOS Y SUS CONSECUENCIAS, PÉRDIDAS PECUNIARIAS O DAÑOS DE CUALQUIER NATURALEZA, INCLUSO AUNQUE Custombit HAYA SIDO ADVERTIDO DE LA POSIBILIDAD DE DICHOS DAÑOS.

## SIL OPEN FONT LICENSE

This Font Software is licensed under the SIL Open Font License, Version 1.1.

This license is copied below, and is also available with a FAQ at: <http://scripts.sil.org/OFL>

Version 1.1 - 26 February 2007

### PREAMBLE

The goals of the Open Font License (OFL) are to stimulate worldwide development of collaborative font projects, to support the font creation efforts of academic and linguistic communities, and to provide a free and open framework in which fonts may be shared and improved in partnership with others.

The OFL allows the licensed fonts to be used, studied, modified and redistributed freely as long as they are not sold by themselves. The fonts, including any derivative works, can be bundled, embedded, redistributed and/or sold with any software provided that any reserved names are not used by derivative works. The fonts and derivatives, however, cannot be released under any other type of license. The requirement for fonts to remain under this license does not apply to any document created using the fonts or their derivatives.

## DEFINITIONS

“Font Software” refers to the set of files released by the Copyright Holder(s) under this license and clearly marked as such. This may include source files, build scripts and documentation.

“Reserved Font Name” refers to any names specified as such after the copyright statement(s).

“Original Version” refers to the collection of Font Software components as distributed by the Copyright Holder(s).

“Modified Version” refers to any derivative made by adding to, deleting, or substituting — in part or in whole — any of the components of the Original Version, by changing formats or by porting the Font Software to a new environment.

“Author” refers to any designer, engineer, programmer, technical writer or other person who contributed to the Font Software.

## PERMISSION & CONDITIONS

Permission is hereby granted, free of charge, to any person obtaining a copy of the Font Software, to use, study, copy, merge, embed, modify, redistribute, and sell modified and unmodified copies of the Font Software, subject to the following conditions:

- 1) Neither the Font Software nor any of its individual components, in Original or Modified Versions, may be sold by itself.
- 2) Original or Modified Versions of the Font Software may be bundled, redistributed and/or sold with any software, provided that each copy contains the above copyright notice and this license. These can be included either as stand-alone text files, human-readable headers or in the appropriate machine-readable metadata fields within text or binary files as long as those fields can be easily viewed by the user.
- 3) No Modified Version of the Font Software may use the Reserved Font Name(s) unless explicit written permission is granted by the corresponding Copyright Holder. This restriction only applies to the primary font name as presented to the users.
- 4) The name(s) of the Copyright Holder(s) or the Author(s) of the Font Software shall not be used to promote, endorse or advertise any Modified Version, except to acknowledge the contribution(s) of the Copyright Holder(s) and the Author(s) or with their explicit written permission.
- 5) The Font Software, modified or unmodified, in part or in whole, must be distributed entirely under this license, and must not be distributed under any other license. The requirement for fonts to remain under this license does not apply to any document created using the Font Software.

## TERMINATION

This license becomes null and void if any of the above conditions are not met.

## DISCLAIMER

THE FONT SOFTWARE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL THE COPYRIGHT HOLDER BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR

INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

## **Telerik End User License Agreement for DevCraft Complete**

(Last Updated September 19th, 2016)

IMPORTANT – PLEASE READ THIS END USER LICENSE AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD OR USE ANY SOFTWARE, DOCUMENTATION, OR OTHER MATERIALS MADE AVAILABLE THROUGH THIS WEB SITE (Telerik.com). THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE COMPANY WHICH YOU REPRESENT AND ARE AUTHORIZED TO BIND (the “Licensee” or “You”), AND TELERIK AD (“Telerik” or “Licensor”). PLEASE CHECK THE “I HAVE READ AND AGREE TO THE LICENSE AGREEMENT” BOX AT THE BOTTOM OF THIS AGREEMENT IF YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CHECKING THE “I HAVE READ AND AGREE TO THE LICENSE AGREEMENT” BOX AND/OR BY PURCHASING, DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE MADE AVAILABLE BY TELERIK THROUGH THIS WEB SITE, YOU ACKNOWLEDGE (1) THAT YOU HAVE READ THIS AGREEMENT, (2) THAT YOU UNDERSTAND IT, (3) THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AND (4) TO THE EXTENT YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU HAVE THE POWER AND AUTHORITY TO BIND THAT COMPANY.

Content Management System and/or .NET component vendors are not allowed to use the Software (as defined below) without the express permission of Telerik. If you or the company you represent is a Content Management System or .NET component vendor, you may not purchase a license for or use the Software unless you contact Telerik directly and obtain permission.

This License does not grant You a license or any rights to the “2007 Microsoft Office System User Interface” and You must contact Microsoft directly to obtain such a license. Any and all rights in the Software not expressly granted to You as part of the License hereunder are reserved in all respects by Telerik.

This is a license agreement and not an agreement for sale.

The TELERIK DevCraft Complete is a suite of products containing UI for ASP.NET AJAX, UI for ASP.NET Core, UI for JSP, UI for PHP, UI for WinForms, UI for Silverlight, UI for WPF, UI for Windows Phone, UI for Windows Universal, Kendo UI Professional, server wrappers for Microsoft’s ASP.NET MVC framework, Telerik Reporting, Telerik Report Designer, JustCode, JustTrace, JustMock, JustDecompile and Telerik Testing Framework.

Article I of this Agreement contains defined terms.

Article II of this Agreement governs the licensing of UI for ASP.NET AJAX, UI for ASP.NET Core, UI for JSP, UI for PHP, UI for WinForms, UI for Silverlight, UI for WPF, UI for Windows Phone, UI for Windows Universal, Kendo UI Professional, server wrappers for Microsoft’s ASP.NET MVC framework, Telerik Reporting and Telerik Report Designer.

Article III of this Agreement governs the licensing of JustCode, JustTrace, JustMock, and JustDecompile.

Article IV of this Agreement governs the licensing of Telerik Testing Framework.

Article V of this Agreement contains the General Terms.

### **I. CERTAIN DEFINITIONS**

“Authorized End Users” means Your own end-user licensees, each of whom is authorized to use the Telerik Package Software solely as part of Your Integrated Product pursuant to an end-user license that meets the requirements of this Agreement.

“Integrated Products” means bundled software solutions developed by You in which the Telerik Package Software is integrated. “Integrated Products” as defined herein, are limited to those software solutions which: (i) are developed by Your Licensed Developers; (ii) add substantial functionality beyond the functionality provided by the incorporated components of the Software; and (iii) are not commercial alternatives for, or competitive in the marketplace with, the Software or any components of the Software.

“JustProducts Documentation” means any generally available customer documentation accompanying the JustProducts Programs.

“JustProducts Programs” means the Telerik computer software identified as JustCode, JustTrace, JustDecompile and JustMock and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“JustProducts Software” means the JustProducts Programs and the JustProducts Documentation collectively.

“Kendo UI Documentation” means any generally available customer documentation accompanying the Kendo UI Programs.

“Kendo UI Programs” means the Telerik computer software identified as Kendo UI Professional and server wrappers for Microsoft’s ASP.NET MVC framework, UI for ASP.NET Core, UI for JSP, UI for PHP and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“Kendo UI Software” means the Kendo UI Programs and the Kendo UI Documentation.

“Licensed Developer” means one of Your employees or third-party consultants authorized to develop software specifically for You using the Software in accordance with this Agreement.

“Report Designer Documentation” means any generally available customer documentation accompanying the Report Designer Programs.

“Report Designer Program” means the Telerik computer software identified as Telerik Report Designer and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“Report Designer Software” means the Report Designer Programs and Report Designer Documentation collectively.

“Software” means the Telerik Package Software, the JustProducts Software and the Testing Software.

“Subscription Period” means the applicable period of one (1), two (2), or three (3) years from the date on which You purchase the license for the Software, for which You have purchased updates and support.

“Telerik Package Documentation” means any generally available customer documentation accompanying the Telerik Package Programs.

“Telerik Package Programs” means the Telerik computer software identified as UI for ASP.NET AJAX, UI for WinForms, UI for Silverlight, UI for WPF, UI for Windows Phone, UI for Windows Universal, Telerik Extensions for ASP.NET MVC , Kendo UI programs, Telerik Reporting and Report Designer and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“Telerik Package Software” means the Telerik Package Programs and the Telerik Package Documentation collectively.

“Telerik Reporting Software” means the Telerik computer software identified as Telerik Reporting and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“Telerik Standard Programs” means the Telerik Package Programs, excluding the Kendo UI Programs and the Report Designer Program.

“Telerik Standard Software” means the Telerik Package Software, excluding the Kendo UI Software and the Report Designer Software.

“Testing Documentation” means any generally available customer documentation accompanying the Testing Programs.

“Testing Programs” means the Telerik computer software identified as Testing Framework Free Edition and any updates, upgrades, modifications and error corrections thereto provided to Licensee.

“Testing Software” means the Testing Programs and the Testing Documentation collectively.

## **II. TELERIK PACKAGE SOFTWARE**

Subject to the terms of this Agreement, Telerik hereby grants to You the following limited, non-transferable, perpetual, worldwide, royalty-free, non-exclusive licenses to use the Telerik Package Software solely as specified in this Agreement Any and all rights in the Telerik Package Software not expressly granted to You hereunder are reserved in all respects by Telerik. Except as expressly granted in this Agreement, You are not licensed to use, copy, modify, or distribute copies of all or any portion of the Telerik Package Software.

### **1. Development License Grants for Telerik Standard Software and Kendo UI Software**

**1.1 Telerik Standard Software Developer License Grant.** Subject to the terms and conditions set forth in this Agreement, Your Licensed Developers may use the Telerik Standard Software in object code form and source code form in accordance with Section 5.3 only in the development of Your Integrated Products.

**1.2 Kendo UI Software Development License Grant.** Subject to the terms and conditions set forth in this Agreement, Your Licensed Developers may use the Kendo UI Software in minified form and source code form in the development of Your Integrated Products.

**1.3 Telerik Standard Software and Kendo UI Software Scope of Use.** Your number of Licensed Developers must correspond to the maximum number of seats You have purchased from Telerik hereunder. This means that, at any given time, the number of Licensed Developers cannot exceed the number of seats that You have purchased from Telerik and for which You have paid Telerik all applicable license fees pursuant to this Agreement. The Telerik Standard Software and Kendo UI Software are in “use” on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk or other storage device). Your Licensed Developers may install the Telerik Standard Software and Kendo UI Software on multiple machines, so long as it is not being used simultaneously for development purposes at any given time by more Licensed Developers than You have seats.

### **2. Test and Build License Grants for Telerik Standard Software and Kendo UI Software**

You may also use the Telerik Standard Software and the Kendo UI Software in the testing and building of Your Integrated Products. This license is not limited to a number of seats.

### **3. Report Designer License**

Subject to the terms and conditions set forth in this Agreement, You may use and distribute the Report Designer Software in object code form only to any Authorized End User solely in conjunction with the Telerik Reporting Software.

**3.1 Scope of Use.** The Report Designer Program may only be used in conjunction with the Reporting Software.

### **4. Redistribution**

**4.1 License for Redistribution.** You may distribute (i) the Telerik Standard Programs in object code form only as embedded in Your Integrated Products, (ii) the Kendo UI Programs in minified form only as embedded in Your Integrated Products, and (iii) the Report Designer Program in object code form for use solely in conjunction with Your Integrated Products, to Your Authorized End Users only pursuant to an end-user license that meets the requirements of this Section. You are not permitted to distribute the Telerik Package Programs pursuant to this Section: as a standalone product; or as a part of any product other than Your Integrated Product. Your end-user license agreement must: impose the limitations set forth in this paragraph on Your Authorized End Users; prohibit distribution of the Telerik Package Programs by Your Authorized End-Users; limit the liability of Your licensors or suppliers to the maximum extent permitted by applicable law; and prohibit any attempt to disassemble the code, or attempt in any manner to reconstruct, discover, reuse or modify any source code or underlying algorithms of the Telerik Package Programs, except to the limited extent as is permitted by law notwithstanding contractual prohibition. Notwithstanding the foregoing, You may distribute Your Integrated Product to Your employees without an end user license agreement, however, you are solely liable and responsible for such employees' compliance with the end user license requirements set forth in this section. For avoidance of doubt, Your Authorized End Users are not permitted to use the Telerik Package Programs, or any portions thereof, for software development or application development purposes unless they also purchase a separate commercial license from Telerik for each of the users.

## **4.2 License Limitations**

4.2.1 You may not use the Telerik product names, logos or trademarks to market Your Integrated Product.

4.2.2 You must ensure that the Telerik Package Software is not distributed in any form that allows it to be reused by any application other than Your solution. In addition to the distribution limitations herein, You agree to comply with the technical guidelines provided at: <http://www.telerik.com/purchase/license-agreement/assembly-protection-guidelines.aspx>. Please contact [support@telerik.com](mailto:support@telerik.com) for any additional questions.

4.2.3 You may not distribute the Report Designer Software independently, either as a separate product or as the sole Telerik product associated with Your Integrated Product (i.e. without the Reporting Software).

4.2.4 You must include a valid copyright message in Your Integrated Products in a location viewable by Authorized End-Users (e.g. "About" box) that will serve to protect Telerik's copyright and other intellectual property rights in the Software.

## **5. Support, Updates and Source Code for Telerik Package Software**

During the Subscription Period, You are entitled to updates for the Telerik Package Software, access to certain source code for the Telerik Package Software (excluding the Report Designer Software), as well as support packages, each as described in further detail below.

**5.1 DevCraft Complete Support Package.** You are entitled to the "Priority" support package for the Telerik Package Software as described in greater detail here: <http://www.telerik.com/purchase/support-plans/devtools>, subject to the limitations and restrictions described in the following Fair Usage Policy.

**5.1.1 Support Package Fair Usage Policy.** Telerik may limit or terminate Your access to any or all of the support services available under the applicable Telerik Package Software if Your use of the support services is determined by Telerik, in its sole and reasonable discretion, to be excessive.

5.1.2 In no event will Telerik provide support of any kind to end-users of Your Integrated Products.

**5.2 Telerik Package Software Updates.** During the Subscription Period, You are eligible to receive:

(i) all updates for the version of the Telerik Package Software that You license hereunder;

(ii) full source code for the UI for ASP.NET AJAX, UI for WinForms, UI for Silverlight, UI for WPF, UI for Windows Phone, UI for Windows Universal, Kendo UI Programs and Telerik Reporting; and

You may use the resulting updated Telerik Package Software only in accordance with the terms of this Agreement. Subscription renewals will be governed by the terms of this Agreement.

**5.3 Source Code for the Telerik Package Software.** The Telerik Package Software's source code is provided to You so that You can create modifications under the terms of this Agreement.

5.3.1 While Telerik does not claim any ownership rights in Your Integrated Products, any modifications You develop to the Software source code will be the exclusive property of Telerik, and You agree to and hereby do assign all right, title and interest in and to such modifications and all rights associated therewith to Telerik.

5.3.2 You will be entitled to use modifications of the Telerik Package Software's source code developed by You under the terms of this Agreement and Telerik hereby grants You a license to use such modifications pursuant to Section 1.

5.3.3 You acknowledge that, except as otherwise provided for in this Agreement, the Telerik Package Software's source code is confidential and contains valuable and proprietary trade secrets of Telerik. Except as otherwise provided in this Agreement, under no circumstances may any portion of the Telerik Package Software's source code or any modified version of the source code be distributed, disclosed or otherwise made available to any third party.

5.3.4 Telerik DOES NOT provide technical support for any source code that has been modified by any party other than Telerik.

5.3.5 The Telerik Package Software's source code is provided "as is", without warranty of any kind. Refunds are not available for any licenses that include a right to receive source code.

### **III. JUSTPRODUCTS SOFTWARE**

Subject to the terms of this Agreement, Telerik hereby grants to You the following limited, non-transferable, perpetual, worldwide, royalty-free, non-exclusive licenses to use the JustProducts Software solely as specified in this Agreement. Any and all rights in the JustProducts Software not expressly granted to You herein are reserved in all respects by Telerik. Except as expressly granted in this Agreement, You are not licensed to use, copy, modify, or distribute copies of all or any portion of the JustProducts Software.

**1. JustProducts Developer License Grant.** Subject to the terms of this Agreement, Your Licensed Developers may install and use the JustProducts Software in object code form only.

**1.1 Acknowledgement.** The JustProducts Software includes decompiling functionality that enables reproducing source code from object code. You acknowledge that object code and source code might be protected by copyright and trade secret laws. Before using this functionality, You should make sure that decompilation of object code is not prohibited by the applicable license agreement (except to the extent that You may be expressly permitted under applicable law) or that You have obtained permission to decompile the object code from the holder of the intellectual property. Using this functionality is entirely optional. Telerik is not responsible for Your use of this functionality in violation of applicable laws or any third party's property rights.

**1.2 JustProducts Scope of Use.** Your number of Licensed Developers must correspond to the maximum number of seats You have purchased from Telerik hereunder. This means that, at any given time, the number of Licensed Developers cannot exceed the number of seats that You have purchased from Telerik and for which You have paid Telerik all applicable license fees pursuant to this Agreement. The JustProducts Software is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk or other storage device). Your Licensed Developers may install the JustProducts Software on multiple machines, so long as the JustProducts Software is not being

used simultaneously for development purposes at any given time by more Licensed Developers than You have seats.

### 1.3 License Limitations

1.3.1 You may not redistribute, resell, transfer, rent, lease, or sublicense the JustProducts Software.

1.3.2 Except to the limited extent as is permitted by law notwithstanding contractual prohibition, You are not allowed to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of Software that is provided to You in object code form only.

## 2. Support and Updates for the JustProducts Software

During the Subscription Period, You are entitled to updates for the JustProducts Software, as well as the support package, each as described in further detail below.

**2.1 Support Package.** You are entitled to the “Priority” support package as described in greater detail here: <http://www.telerik.com/purchase/support-plans/devtools>, subject to the limitations and restrictions described in the following Fair Usage Policy.

**2.2 Support Package Fair Usage Policy.** Telerik may limit or terminate Your access to any or all of the support services available under the applicable Telerik Package Software if Your use of the support services is determined by Telerik, in its sole and reasonable discretion, to be excessive.

**2.3 JustProducts Software Updates.** You are eligible to receive all updates for the version of the JustProducts Software that You license hereunder. Updates replace and/or supplement (and may disable) the version of the JustProducts Software that formed the basis for Your eligibility for the update. You may use the resulting updated JustProducts Software only in accordance with the terms of this Agreement. Subscription renewals will be governed by the terms of this Agreement.

## IV TESTING SOFTWARE

### 1. Software License

1.1 **License Grant.** Subject to the terms and conditions set forth in this Agreement, Telerik hereby grants to Licensee and Licensee hereby accepts, a limited, non-transferable, perpetual, non-exclusive license to install and use the Testing Software in executable, object code form only. The Testing Software shall be used solely as specified in this Agreement.

1.2 **Scope of Use.** Your number of Licensed Developers must correspond to the maximum number of seats You have purchased from Telerik hereunder. This means that, at any given time, the number of Licensed Developers cannot exceed the number of seats that You have purchased from Telerik and for which You have paid Telerik all applicable license fees pursuant to this Agreement. The Testing Software is in “use” on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk or other storage device). Your Licensed Developers may install the Testing Software on multiple machines, so long as the Testing Software is not being used simultaneously for development purposes at any given time by more Licensed Developers than You have seats.

### 1.3 License Limitations

1.3.1 You may not redistribute, resell, transfer, rent, lease, or sublicense the Testing Software. You may not host, on a subscription basis or otherwise, the Testing Software to permit a third party to use the Software for any reason.

1.3.2 Except to the limited extent as is permitted by law notwithstanding contractual prohibition, You are not allowed to copy, modify, disassemble, decompile or “unlock”, decode or otherwise reverse translate or

engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Testing Software.

## **2. Support and Updates**

**2.1 Support.** You are entitled to the “Priority” support package as described in greater detail here: <http://www.telerik.com/purchase/support-plans/devtools>, subject to the limitations and restrictions described in the following Fair Usage Policy.

**2.2 Support Package Fair Usage Policy.** Telerik may limit or terminate Your access to any or all of the support services available for Testing Software if Your use of the support services is determined by Telerik, in its sole and reasonable discretion, to be excessive.

**2.3 Updates.** You are eligible to receive all updates for the version of the Testing Software that You license hereunder. Updates replace and/or supplement (and may disable) the version of the Testing Software that formed the basis for Your eligibility for the update. You may use the resulting updated Testing Software only in accordance with the terms of this Agreement. Updates will be governed by the terms of this Agreement.

## **3. Archival Copies and Prior Versions**

**3.1 Archival Copies.** Regardless of which version of the Testing Software You have acquired, You may make one archival (backup) copy of the Software. The archival copy may not be used or installed as long as another copy of the Testing Software is installed on any computer.

**3.2 Prior Versions.** Prior versions of the Testing Software may be installed on the same computer with a properly licensed current version of Testing Software. A prior version may be used by a properly licensed user in place of the current version of the Software. The prior version is not an additional license of the Testing Software; it may be used only as a substitute for the current version.

## **V. GENERAL TERMS**

### **1 Delivery**

Telerik shall make available for download to Licensee a master copy of the Software licensed hereunder.

### **2 Term and Termination**

This Agreement and the License granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the License granted hereunder shall last as long as You use the Software in compliance with the terms herein. Unless otherwise prohibited by law, and without prejudice to Telerik’s other rights or remedies, Telerik shall have the right to terminate this Agreement and the License granted hereunder immediately if You breach any of the material terms of this Agreement, and You fail to cure such material breach within thirty (30) days of receipt of notice from Telerik. Upon termination of this Agreement, all Licenses granted to You hereunder shall terminate automatically and You shall immediately cease use and distribution of the Software; provided, however, that any sublicenses granted to Your Authorized End-Users in accordance with Article II, Section 4 shall survive such termination if such Authorized End-Users are in compliance with their license agreements with You. You must also destroy all copies of the Software not integrated into a live, functioning instance(s) of Your Integrated Product(s) already installed, implemented and deployed for Your Authorized End-User(s).

### **3 Product Discontinuance**

Telerik reserves the right to discontinue the Software or any component of the Software, whether offered as a standalone product, a bundled set of products, or solely as a component, at any time. However, Telerik is obligated to provide support in accordance with the terms set forth in this Agreement for all such discontinued Software, bundle, or components for a period of one year after the date of discontinuance.

## **4 Intellectual Property**

All title and ownership rights in and to the Software (including, but not limited to, any images, photographs, animations, video, audio, music, or text embedded in the Software), the intellectual property embodied in the Software, and any trademarks or service marks of Telerik that are used in connection with the Software are and shall at all times remain exclusively owned by Telerik and its licensors. All title and intellectual property rights in and to the content that may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content. Any open source software that may be delivered by Telerik embedded in or in association with Telerik products is provided pursuant to the open source license applicable to the software and subject to the disclaimers and limitations on liability set forth in such license.

## **5 Collection and Use of Data**

Telerik uses tools to deliver certain Software features and extensions, identify trends and bugs, collect activation information, usage statistics and track other data related to Your use of the Software as further described in the most current version of Telerik's Privacy Policy (located at: <http://www.telerik.com/company/privacy-policy>). By Your acceptance of the terms of this Agreement and/or use of the Software, You authorize the collection, use and disclosure of this data for the purposes provided for in this Agreement and/or the Privacy Policy.

## **6 Updates**

The parties agree and acknowledge that updates provided to You as part of this Agreement may include new software products governed by additional terms and conditions. By accepting, downloading, installing or in any way using such new product, You shall be deemed to have accepted these additional license terms. If You do not agree to these additional terms and conditions, You should not download, install or use the new products. In case of a conflict between the terms and conditions of the Agreement and the terms and conditions applicable to any new product made available to You as part of any updates, the terms and conditions of this Agreement shall govern.

## **7 Copies**

You may copy the Software only in order to make such number of back-up copies of the Software as are reasonably necessary to support Your lawful use of the Software in accordance with this Agreement. You shall ensure that all such copies are clearly identified as back-up copies, all intellectual property rights in which shall be owned by Telerik, and shall on request disclose to Telerik the number and locations of all such copies.

## **8 Limited Warranty**

Telerik warrants solely that the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days after the date on which You purchase the license for the Software. Telerik does not warrant the use of the Software will be uninterrupted or error free at all times and in all circumstances, nor that program errors will be corrected. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) Licensee's failure to follow operating instructions, (iii) negligence or accident, (iv) modifications to the Software by any person or entity other than Telerik or (v) Licensee's use of the Software outside the terms of this Agreement. In the event of a breach of warranty, Licensee's sole and exclusive remedy and Telerik's sole and exclusive obligation, is repair of all or any portion of the Software. If such remedy fails of its essential purpose, Licensee's sole remedy and Telerik's maximum liability shall be a refund of the paid purchase price for the defective Software only. This limited warranty is only valid if Telerik receives written notice of breach of warranty no later than thirty (30) days after the warranty period expires. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, TELERIK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR

IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **9 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TELERIK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, 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 ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, TELERIK'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE LICENSE FEES LICENSEE PAID TO TELERIK FOR THE SOFTWARE GIVING RISE TO SUCH DAMAGES, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. TELERIK IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE SOFTWARE AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT. ANY DATA INCLUDED IN THE SOFTWARE UPON SHIPMENT FROM TELERIK IS FOR TESTING USE ONLY AND TELERIK HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING THEREFROM.

## **10 Indemnity**

You agree to indemnify, hold harmless, and defend Telerik and its resellers from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from (i) Your use of the Software in violation of this Agreement, (ii) the use or distribution of Your Integrated Product or (iii) Your modification of the Software's source code.

## **11 Confidentiality**

Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to it that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information that (i) it received rightfully from a third party without an obligation to maintain such information in confidence; (ii) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving party prior to its disclosure by the disclosing party; or (iv) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Without limiting the foregoing, Licensee shall treat any source code for the Software as confidential information and shall not disclose, disseminate, or distribute such materials to any third party without Telerik's prior written permission. Each party's obligations under this Section 11 shall apply at all times during the term of this Agreement and for five (5) years following termination of this Agreement, provided, however, that (i) obligations with respect to source code shall survive in perpetuity and (ii) trade secrets shall be maintained as such until they fall into the public domain.

## **12 Governing Law**

This Agreement will be governed by the law of the Commonwealth of Massachusetts, U.S.A., without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by a good faith discussion between the parties, then it shall be submitted for resolution to a state or Federal court or competent jurisdiction in Boston, Massachusetts, USA, and the parties hereby agree to submit to the jurisdiction and venue of such court. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. If any provision of this Agreement is to be held unenforceable, such holding will not affect the validity of the other provisions hereof. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

## **13 Entire Agreement**

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications regarding the subject matter hereof. Use of any purchase order or other Licensee document in connection herewith shall be for administrative convenience only and all terms and conditions stated therein shall be void and of no effect. The terms and conditions contained in this Agreement shall prevail over any inconsistent provisions in any form or other paper submitted by Licensee. In cases where this license is being obtained through an approved third party, these terms shall supersede any third party license or purchase agreement.

## **14 No Assignment**

You may not assign, sublicense, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without Telerik's prior written consent.

## **15 Survival**

Any provisions of the Agreement containing license restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any provision of the Agreement which, by its nature, is intended to survive shall remain in effect following any termination or expiration of the Agreement.

## **16 Severability**

If a particular provision of this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, this Agreement shall remain in full force and effect as to the remaining provisions. This Agreement represents the entire understanding between the parties with respect to the subject matter.

## **17 Force Majeure**

Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such party.

## **18 Export Classifications**

You expressly agree not to export or re-export Telerik Software or Your Integrated Product to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Software to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country, or to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that

neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Your export privileges.

## **19 Commercial Software**

The Programs and the Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

## **20 Reports and Audit Rights.**

Licensee shall grant Telerik audit rights against Licensee twice within a calendar three hundred and sixty five (365) day period upon two weeks written notice, to verify Licensee's compliance with this Agreement. Licensee shall keep adequate records to verify Licensee's compliance with this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE PRODUCT, BY LOADING OR RUNNING THE SOFTWARE PRODUCT, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN TELERIK AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.

## **Telerik End User License Agreement for Kendo UI Professional**

(Last Updated July 16th, 2014)

If You have accessed the Software, as defined below, through the Telerik Platform, this document does not apply to You. Please see <http://www.telerik.com/purchase/license-agreement/platform> for the terms and conditions that apply to Your use of the Software.

Kendo UI Professional is a suite of software components which replaces the Telerik software product previously known as Kendo UI Complete. It is offered pursuant to the terms and conditions contained below.

IMPORTANT – PLEASE READ THIS END USER LICENSE AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD OR USE ANY SOFTWARE, DOCUMENTATION, OR OTHER MATERIALS MADE AVAILABLE THROUGH THIS WEB SITE. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE COMPANY WHICH YOU REPRESENT AND ARE AUTHORIZED TO BIND (the “Licensee” or “You”), AND TELERIK AD (“Telerik” or “Licensor”). PLEASE CHECK THE “I HAVE READ AND AGREE TO THE LICENSE AGREEMENT” BOX AT THE BOTTOM OF THIS AGREEMENT IF YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CHECKING THE “I HAVE READ AND AGREE TO THE LICENSE AGREEMENT” BOX AND/OR BY PURCHASING, DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE MADE AVAILABLE BY TELERIK THROUGH THIS WEB SITE, YOU ACKNOWLEDGE (1) THAT YOU HAVE READ THIS AGREEMENT, (2) THAT YOU UNDERSTAND IT, (3) THAT YOU AGREE

TO BE BOUND BY ITS TERMS AND CONDITIONS, AND (4) TO THE EXTENT YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU HAVE THE POWER AND AUTHORITY TO BIND THAT COMPANY.

Content Management System and/or .NET component vendors are not allowed to use the Software (as defined below) without the express permission of Telerik. If You or the company You represent is a Content Management System or .NET component vendor, You may not purchase a license for or use the Software unless You contact Telerik directly and obtain permission.

This is a license agreement and not an agreement for sale.

## 1. Software License.

Subject to the terms of this Agreement, Telerik hereby grants to You the following limited, non-exclusive, non-transferable license (the “License”) to use the Telerik computer software identified as Kendo UI Professional and any updates, upgrades, modifications and error corrections thereto provided to You by Telerik (the “Programs”) and any accompanying documentation (the “Documentation” and, together with the Programs, the “Software”) as set forth below. You are granted either a Trial License pursuant to Section 1.1 or a Commercial License with Updates and Support pursuant to Section 1.2. Which version of the License applies (i.e., Trial License or Commercial License with Updates and Support) is determined at the time of the License purchase.

For purposes of this Agreement:

“Your Integrated Products” are limited to those software applications which: (i) are developed by Your Licensed Developers; (ii) add substantial functionality beyond the functionality provided by the incorporated components of the Software; and (iii) are not commercial alternatives for, or competitive in the marketplace with, the Software or any components of the Software.

“Licensed Developers” (i) are limited to the number of Your employees or contractors authorized by You to use the Software to develop software specifically for You and (ii) must correspond to the maximum number of seats You have purchased from Telerik hereunder. This means that, at any given time, the number of Licensed Developers cannot exceed the number of seats that You have purchased from Telerik and for which You have paid Telerik all applicable License Fees pursuant to this Agreement. The Software is in “use” on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk or other storage device). Your Licensed Developers may install the Software on multiple machines, so long as the Software is not being used simultaneously for development purposes at any given time by more Licensed Developers than You have seats.

### 1.1 Trial License

1.1.1 License Grant. If You download the free Trial License, then, subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a license to use the Software for the sole purpose of evaluating its functionality and performance. You are not allowed to integrate the Software into end products or use it for any commercial, productive or training purpose. You may not redistribute the Software. The term of the Trial License shall be 30 days. If You wish to continue using the Software beyond expiration of the Trial License, You must purchase the applicable commercial license.

1.1.2 Support. You are entitled to enter five (5) support requests via Telerik’s ticketing system with a 72 hour response time (excluding Saturdays, Sundays and holidays) for thirty (30) days after download of Your initial Trial License. For avoidance of doubt, You are not entitled to additional support requests for any Trial Licenses downloaded after Your initial download (e.g. to evaluate a different Kendo UI product or a new release), for a period of one (1) year from the date of Your initial download.

1.1.3 Updates. At Telerik’s sole discretion, You may receive minor updates (i.e. service pack updates) for the Software version You are evaluating. You are not eligible to receive major updates (i.e. major revisions to or new versions of the Software) for the Software You are evaluating. Software updates replace and/or supplement (and may disable) the version of the Software that formed the basis for Your eligibility for the update. You may use the resulting updated Software only in accordance with the terms of this Trial License.

1.1.4 THE TRIAL VERSION OF THE SOFTWARE IS LICENSED ‘AS IS’. YOU BEAR THE RISK OF USING IT. TELERIK GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, TELERIK EXCLUDES THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

1.2 Commercial License with Updates and Support. If You purchase a Commercial License with Updates and Support, Your Licensed Developers may use the Software in minified and source code form in accordance with Section 1.3 in the development of Your Integrated Products. In addition, for the applicable period of one (1), two (2) or three (3) years from the date on which You purchased the Software, for which You have purchased updates and support (the “Subscription Period”), You will receive minor and major updates for the Software, access to certain source code for the Software, as well as the “Commercial” support package, each as described in further detail below.

1.2.2 Support. During the Subscription Period, You are entitled to the “Commercial” support package as described in greater detail here: <http://www.telerik.com/purchase/support-plans/kendo-ui>, subject to the limitations and restrictions described in the following Fair Usage Policy. The support services for tickets submitted relating to AngularJS implementations are limited to (i) assistance with plain implementations which include AngularJS and Kendo UI widgets, (ii) assistance with implementations which utilize the Kendo Angular labs project (<https://github.com/kendo-labs/angular-kendo>) and its directives (project support) or (iii) implementations which require extension of the existing Kendo Angular labs project with new logic.

1.2.2.1 Support Package Fair Usage Policy. Telerik may limit or terminate Your access to any or all of the support services available under the “Commercial” support package if Your use of the support services is determined by Telerik, in its sole and reasonable discretion, to be excessive.

1.2.2.2 In no event will Telerik provide support of any kind to end-users of Your Integrated Products.

1.2.3 Updates. During the Subscription Period, You will be eligible to receive all major and minor updates for the version of the Software that You license hereunder and source code for the Software. Updates replace and/or supplement (and may disable) the version of the Software that formed the basis for Your eligibility for the update. You may use the resulting updated Software only in accordance with the terms of this License.

1.3 Source Code. The Software’s source code is provided to You so that You can create modifications under the terms of this Agreement.

1.3.1 While Telerik does not claim any ownership rights in Your Integrated Products, any modifications You develop to the Software source code will be the exclusive property of Telerik, and You agree to and hereby do assign all right, title and interest in and to such modifications and all rights associated therewith to Telerik.

1.3.2 You will be entitled to use modifications of the Software’s source code developed by You under the terms of this Agreement and Telerik hereby grants You a license to use such modifications pursuant to Section 1.2.

1.3.3 You acknowledge that the Software's source code is confidential and contains valuable and proprietary trade secrets of Telerik. Under no circumstances may any portion of the Software's source code or any modified version of the source code be distributed, disclosed or otherwise made available to any third party.

1.3.4 Telerik DOES NOT provide technical support for any source code that has been modified by any party other than Telerik.

1.3.5 The Software's source code is provided "as is", without warranty of any kind. Refunds are not available for any licenses that include a right to receive source code.

1.4 Testing and Building License. You may also use the Software in the testing and building of Your Integrated Products. This license is not limited to a number of seats.

## 2. License Options for Redistribution

2.1 Redistribution under Commercial License. If You have purchased a Commercial License, You may distribute the Programs in minified form as embedded in Your Integrated Products to Your end-users only pursuant to an end-user license that meets the requirements of this Section. You are not permitted to distribute the Software pursuant to this Section: as a standalone product or as a part of any product other than Your Integrated Product. Your end-user license agreement must: prohibit distribution of the Software by Your Authorized End Users; limit the liability of Your licensors or suppliers to the maximum extent permitted by applicable law; and prohibit any attempt to disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Software. Provided Your Authorized End-Users are in compliance with their license agreements with You, any sublicenses to use the Software granted by You to Your Authorized End-Users will survive any termination of this Agreement or the License set forth herein between You and Telerik. You are not allowed to, and are expressly prohibited from granting Your Authorized End-Users any right to further sublicense the Software.

2.2 Redistribution of Kendo UI Core under Open Source License. Kendo UI Core, a suite of components licensed under the Apache 2.0 license, is shipped with Kendo UI Professional and publicly available on Github at <https://github.com/telerik/kendo-ui-core>. You may use and distribute the Kendo UI Core software solely pursuant to the terms of the Apache 2.0 software. In no event may You distribute any source code other than Kendo UI Core.

## 3. No Trademark License

You may not use the Telerik product names, logos or trademarks to market Your Integrated Product.

## 4. Delivery

Telerik shall make a master copy of the Software available for download by Licensee in electronic files only.

## 5. Updates

The parties agree and acknowledge that updates provided to You as part of this Agreement may include new software products governed by additional terms and conditions. These additional terms and conditions must be accepted by You at the time You download such new products. If You do not agree to these additional terms and conditions, You should not download the new products. In case of a conflict between the terms and conditions of this Agreement and the terms and conditions applicable to any new product made available to You as part of any updates, the terms and conditions of this Agreement shall govern.

## 6. Term and Termination

This Agreement and the License granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the License granted hereunder shall last as long as You use the Software in compliance with the terms herein. Unless otherwise prohibited by law, and without prejudice to Telerik's other rights or remedies, Telerik shall have the right to terminate this Agreement and the License granted hereunder immediately if You breach any of the material terms of this Agreement, and You fail to cure such material breach within thirty (30) days of receipt of notice from Telerik. Upon termination of this Agreement, all Licenses granted to You hereunder shall terminate automatically and You shall immediately cease use and distribution of the Software; provided, however, that any sublicenses granted to Your Authorized End-Users in accordance with Section 2 shall survive such termination. You must also destroy (i) all copies of the Software not integrated into a live, functioning instance(s) of Your Integrated Product(s) already installed, implemented and deployed for Your Authorized End-User(s), and (ii) any product and company logos provided by Telerik in connection with this Agreement.

## 7. Product Discontinuance

Telerik reserves the right to discontinue the Software or any component of the Software, whether offered as a standalone product or solely as a component, at any time. However, Telerik is obligated to provide support in accordance with the terms set forth in this Agreement for all discontinued Software or components for a period of one (1) year after the date of discontinuance.

## 8. Intellectual Property

All title and ownership rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, or text embedded in the Software), the intellectual property embodied in the Software, and any trademarks or service marks of Telerik that are used in connection with the Software are and shall at all times remain exclusively owned by Telerik and its licensors. All title and intellectual property rights in and to the content that may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content. Any open source software that may be delivered by Telerik embedded in or in association with Telerik products is provided pursuant to the open source license applicable to the software and subject to the disclaimers and limitations on liability set forth in such license. As required by the Common Public License ("CPL"), if a user wishes to obtain the source code for the components licensed under the CPL a user may access them at <http://wixtoolset.org>.

## 9. Limited Warranty

Except as specified in Section 1.1.4 (Trial License), Telerik warrants solely to You that the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days after the date on which You purchase the License for the Software. Telerik does not warrant the use of the Software will be uninterrupted or error free at all times and in all circumstances, nor that program errors will be corrected. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) Your failure to follow operating instructions, (iii) negligence or accident, or (iv) modifications to the Software by any person or entity other than Telerik. In the event of a breach of warranty, Your sole and exclusive remedy and Telerik's sole and exclusive obligation, is repair of all or any portion of the Software. If such remedy fails of its essential purpose, Licensee's sole remedy and Telerik's maximum liability shall be a refund of the paid purchase price for the defective Software only. This limited warranty is only valid if Telerik receives written notice of breach of warranty no later than thirty (30) days after the warranty period expires. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9, TELERIK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 10. Limitation of Liability

To the maximum extent permitted by applicable law, in no event will Telerik be liable for any indirect, special, incidental, or consequential damages arising out of the use of or inability to use the Software, 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 advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In any case, Telerik's entire liability under any provision of this Agreement shall not exceed in the aggregate the sum of the license fees Licensee paid to Telerik for the Software giving rise to such damages, or in the case of a Trial license shall not exceed \$5, notwithstanding any failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not be applicable. Telerik is not responsible for any liability arising out of content provided by Licensee or a third party that is accessed through the Software and/or any material linked through such content. Any data included in the Software upon shipment from Telerik is for testing use only and Telerik hereby disclaims any and all liability arising therefrom.

#### 11. Indemnity

You agree to indemnify, hold harmless, and defend Telerik and its resellers from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from (i) Your use of the Software in violation of this Agreement, (ii) the use or distribution of Your Integrated Product or (iii) Your modification of the Software's source code.

#### 12. Confidentiality

Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information that (i) it received rightfully from a third party without an obligation to maintain such information in confidence; (ii) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving party prior to its disclosure by the disclosing party; or (iv) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Without limiting the foregoing, Licensee shall treat any source code for the Programs as confidential information and shall not disclose, disseminate or distribute such materials to any third party without Telerik's prior written permission. Each party's obligations under this Section 12 shall apply at all times during the term of this Agreement and for five (5) years following termination of this Agreement, provided, however, that (i) obligations with respect to source code shall survive in perpetuity and (ii) trade secrets shall be maintained as such until they fall into the public domain.

#### 13. Governing Law

This Agreement will be governed by the law of the Commonwealth of Massachusetts, U.S.A., without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by a good faith discussion between the parties, then it shall be submitted for resolution to a state or Federal court of competent jurisdiction in Boston, Massachusetts, USA, and the parties hereby agree to submit to the jurisdiction and venue of such court. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods shall apply to this Agreement. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

#### 14. Entire Agreement

This Agreement sets forth our entire agreement with respect to the Software and supersedes any prior or contemporaneous communications regarding the Software. You agree that You are not relying on any representation or obligation other than those set forth in this Agreement. Use of any purchase order or other Licensee document in connection herewith shall be for administrative convenience only and all terms and conditions stated therein shall be void and of no effect unless otherwise agreed to in writing by both parties. In cases where this license is being obtained through an approved third party, these terms shall supersede any third party license or purchase agreement.

#### 15. No Assignment

You may not assign, sublicense, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without Telerik's prior written consent.

#### 16. Survival

Any provisions of the Agreement containing license restrictions, including, but not limited to those related to the Program source code, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any provision of the Agreement which, by its nature, is intended to survive shall remain in effect following any termination or expiration of the Agreement.

#### 17. Severability

If a particular provision of this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, this Agreement shall remain in full force and effect as to the remaining provisions.

#### 18. Force Majeure

Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such party.

#### 19. Export Classifications

You expressly agree not to export or re-export Telerik Software or Your Integrated Product to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Software to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country, or to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Your export privileges.

#### 20. Commercial Software

The Programs and the Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

#### 21. Reports and Audit Rights.

Licensee shall grant Telerik audit rights against Licensee twice within a calendar three hundred and sixty five (365) day period upon two weeks written notice, to verify Licensee's compliance with this Agreement. Licensee shall keep adequate records to verify Licensee's compliance with this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE PRODUCT, BY LOADING OR RUNNING THE SOFTWARE PRODUCT, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN TELERIK AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.

## **zlib License**

Copyright (C) 1995-2013 Jean-loup Gailly and Mark Adler

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

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

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

Jean-loup Gailly      Mark Adler

jloup@gzip.org      madler@alumni.caltech.edu