

# CA Access Control for Virtual Environments

## Release Notes

r2.0



This Documentation, which includes embedded help systems and electronically distributed materials, (hereinafter referred to as the "Documentation") is for your informational purposes only and is subject to change or withdrawal by CA at any time.

This Documentation may not be copied, transferred, reproduced, disclosed, modified or duplicated, in whole or in part, without the prior written consent of CA. This Documentation is confidential and proprietary information of CA and may not be disclosed by you or used for any purpose other than as may be permitted in (i) a separate agreement between you and CA governing your use of the CA software to which the Documentation relates; or (ii) a separate confidentiality agreement between you and CA.

Notwithstanding the foregoing, if you are a licensed user of the software product(s) addressed in the Documentation, you may print or otherwise make available a reasonable number of copies of the Documentation for internal use by you and your employees in connection with that software, provided that all CA copyright notices and legends are affixed to each reproduced copy.

The right to print or otherwise make available copies of the Documentation is limited to the period during which the applicable license for such software remains in full force and effect. Should the license terminate for any reason, it is your responsibility to certify in writing to CA that all copies and partial copies of the Documentation have been returned to CA or destroyed.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, CA PROVIDES THIS DOCUMENTATION "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT WILL CA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, FROM THE USE OF THIS DOCUMENTATION, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INVESTMENT, BUSINESS INTERRUPTION, GOODWILL, OR LOST DATA, EVEN IF CA IS EXPRESSLY ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

The use of any software product referenced in the Documentation is governed by the applicable license agreement and such license agreement is not modified in any way by the terms of this notice.

The manufacturer of this Documentation is CA.

Provided with "Restricted Rights." Use, duplication or disclosure by the United States Government is subject to the restrictions set forth in FAR Sections 12.212, 52.227-14, and 52.227-19(c)(1) - (2) and DFARS Section 252.227-7014(b)(3), as applicable, or their successors.

Copyright © 2011 CA. All rights reserved. All trademarks, trade names, service marks, and logos referenced herein belong to their respective companies.

## Third-Party Notices

CONTAINS IBM(R) 32-bit Runtime Environment for AIX(TM), Java(TM) 2 Technology Edition, Version 1.4 Modules

(c) Copyright IBM Corporation 1999, 2002

All Rights Reserved

## Sample Scripts and Sample SDK Code

The Sample Scripts and Sample SDK code included with the CA Access Control product are provided "as is", for informational purposes only. They may need to be adjusted in specific environments and should not be used in production without testing and validating them before deploying them on a production system.

CA Technologies does not provide support for these samples and cannot be responsible for any errors that these scripts may cause.

# CA Technologies Product References

This document references the following CA Technologies products:

- CA Access Control Enterprise Edition
- CA Access Control
- User Activity Reporting
- CA Identity Manager

## Documentation Conventions

The CA Access Control documentation uses the following conventions:

Format	Meaning
Mono-spaced font	Code or program output
<i>Italic</i>	Emphasis or a new term
<b>Bold</b>	Text that you must type exactly as shown
A forward slash (/)	Platform independent directory separator used to describe UNIX and Windows paths

The documentation also uses the following special conventions when explaining command syntax and user input (in a mono-spaced font):

Format	Meaning
<i>Italic</i>	Information that you must supply
Between square brackets ([])	Optional operands
Between braces ({} )	Set of mandatory operands
Choices separated by pipe ( ).	Separates alternative operands (choose one). For example, the following means <i>either</i> a user name <i>or</i> a group name: <code>{username groupname}</code>
...	Indicates that the preceding item or group of items can be repeated
<u>Underline</u>	Default values

Format	Meaning
A backslash at end of line preceded by a space ( \ )	<p>Sometimes a command does not fit on a single line in this guide. In these cases, a space followed by a backslash ( \ ) at the end of a line indicates that the command continues on the following line.</p> <p><b>Note:</b> Avoid copying the backslash character and omit the line break. These are not part of the actual command syntax.</p>

#### Example: Command Notation Conventions

The following code illustrates how command conventions are used in this guide:

```
ruler className [props({all|{propertyName1[,propertyName2]}...})]
```

In this example:

- The command name (ruler) is shown in regular mono-spaced font as it must be typed as shown.
- The *className* option is in italic as it is a placeholder for a class name (for example, USER).
- You can run the command without the second part enclosed in square brackets, which signifies optional operands.
- When using the optional parameter (props), you can choose the keyword *all* or, specify one or more property names separated by a comma.

## File Location Conventions

The CA Access Control documentation uses the following file location conventions:

- *ACVEInstallDir*—The default CA Access Control for Virtual Environments installation directory:
  - /opt/CA/AccessControlServer/VirtualAppliance
- *ACInstallDir*—The default CA Access Control installation directory.
  - [set the alternate Installation Path variable]
- *ACSharedDir*—A default directory used by CA Access Control for UNIX.
  - /opt/CA/SharedComponents
- *ACServerInstallDir*—The default CA Access Control Enterprise Management installation directory.
  - /opt/CA/AccessControlServer

- *JBoss\_HOME*—The default JBoss installation directory.
  - /opt/jboss-4.2.3.GA

## Contact CA Technologies

### Contact CA Support

For your convenience, CA Technologies provides one site where you can access the information you need for your Home Office, Small Business, and Enterprise CA Technologies products. At <http://ca.com/support>, you can access the following:

- Online and telephone contact information for technical assistance and customer services
- Information about user communities and forums
- Product and documentation downloads
- CA Support policies and guidelines
- Other helpful resources appropriate for your product

### Providing Feedback About Product Documentation

If you have comments or questions about CA Technologies product documentation, you can send a message to [techpubs@ca.com](mailto:techpubs@ca.com).

If you would like to provide feedback about CA Technologies product documentation, complete our short customer survey, which is available on the CA Support website at <http://ca.com/docs>.

# Contents

---

<b>Chapter 1: Welcome</b>	<b>11</b>
Complementary User Activity Reporting License .....	11
<b>Chapter 2: System Requirements</b>	<b>13</b>
Operating System Support .....	13
CA Access Control for Virtual Environments Server Requirements .....	13
CA Access Control for Virtual Environments Integration Components .....	14
Enterprise Reporting Requirements .....	14
<b>Chapter 3: Documentation</b>	<b>17</b>
Guides .....	17
<b>Chapter 4: General Considerations</b>	<b>18</b>
Microsoft Internet Explorer Version 6 Not Supported .....	19
<b>Chapter 5: Known Issues</b>	<b>21</b>
Installation Known Issues .....	21
Network Settings Not Saved After Installation .....	21
General Known Issues .....	21
No Timeout Message Displayed in VMware vSphere Client .....	21
Errors Messages Logged When Deleting Security Groups .....	21
Additional Configurations Required When Using Active Directory .....	22
Tasks Indicator Not Displayed .....	22
CA Access Control Enterprise Management Hierarchy Not Updated .....	22
Network Policy Rules Not Deleted From VMWare vShield App .....	22
Cannot Create a Copy of a VMware vCenter Server Connection Object .....	23
Cannot Recreate VMware vCenter Server Connection .....	23
Unsupported Characters in Managed Device Names .....	23
User Actions in VMware vSphere Client Not Monitored by User Activity Reporting .....	23
<b>Appendix A: Third-Party License Agreements</b>	<b>25</b>
Software Under the Apache License .....	28
Software Under the Daniel Veillard License .....	35
Software Under the OpenLDAP License .....	37

---

Software Under the OpenSSL License .....	40
AES 2.4.....	46
AIX JRE 1.4.2 .....	47
AIX JRE 1.5.0 .....	47
ANTLR 2.7.5H3.....	48
BSAFE Crypto-J 3.6 .....	49
CPAN Perl 5.8.8 .....	52
CRC32 .....	53
Cyrus SASL 2.1.22 .....	55
DES algorithm N/A.....	57
dom4j 1.5 .....	58
Hibernate 3.2.....	59
Java Mail 1.3.3.....	60
ICU4C 3.4.....	64
JBoss 4.0.1 SP1 .....	65
JBoss Application Server v.4.2.3.....	66
JBoss Native v.2.0.6 .....	67
JCIFS Client Library 1.3.14 .....	68
JDOM 1.0.....	76
JTA 1.0.1B .....	79
JWSDP 1.3.....	83
MD5 Message Digest Algorithm.....	92
Microsoft Detours 2.1 .....	94
Microsoft Visual C 2005 SP1 Redistributable Package (IA64) 8.0.50727.762 .....	94
Microsoft Visual C 2005 SP1 Redistributable Package (x64) 8.0.50727.762 .....	108
Microsoft Visual C 2005 SP1 Redistributable Package (x86) 8.0.50727.762 .....	122
MIT Kerberos v5 r1.5.....	136
nss_ldap 2.62 .....	159
OpenLDAP 2.3.39 (20071118) .....	166
Oracle JDBC Driver 10g Release 2 (10.2.0.1.0) .....	167
Oracle JDBC Driver 10g Release 2 (10.2.0.3.0) .....	172
OpenSSL 0.9.8h .....	176
Perl2exe 8.4.....	179
PCRE 6.3 .....	180
Rhino 1.6r4 .....	182
SAXPath 1 .....	183
SHA-1.....	186
SQLite 3.6.1 .....	187
Sun JDK 1.4.2_13 .....	188
Sun JDK 1.6.0 .....	198
Sun JRE 1.5.0_18 .....	213
Tibco Enterprise Message Service 5.1.4 .....	227

---

UnboundID LDAP SDK for Java 1.1.6 .....	236
WSDL4J 1.5.1 .....	275
XNTP v.3-5.93 .....	279
XScreenSaver .....	280
Zlib 1.2.3 .....	280
ZThread 2.3.2 .....	281



# **Chapter 1: Welcome**

---

This guide describes enhancements, changes to existing features, operating system support, and system requirements. The guide also describes the documentation set, important installation and use topics, published solutions, and known issues for CA Access Control for Virtual Environments.

This section contains the following topics:

[Complementary User Activity Reporting License](#) (see page 11)

## **Complementary User Activity Reporting License**

As an CA Access Control Enterprise Edition owner, you are entitled to the User Activity Reporting product for the limited use of collecting, managing, and reporting on CA Access Control audit logs. First, you must obtain a license for “User Activity Reporting Server for CA Access Control” (Codes ELMSAC99100/ELMSAC991), which is offered to CA Access Control Enterprise Edition customers for a symbolic price.

To obtain your license for User Activity Reporting in North America, contact your local account representative. If you are outside of North America, call your local account representative or the local CA Technologies office. You can download User Activity Reporting online through the Download Center on the CA Support Online website at <http://ca.com/support> under your CA Access Control Enterprise Edition download links.



# Chapter 2: System Requirements

---

This section contains the following topics:

- [Operating System Support](#) (see page 13)
- [CA Access Control for Virtual Environments Server Requirements](#) (see page 13)
- [CA Access Control for Virtual Environments Integration Components](#) (see page 14)
- [Enterprise Reporting Requirements](#) (see page 14)

## Operating System Support

For a list of supported operating systems, see the CA Access Control Compatibility Matrix that is available from the CA Access Control product page on [CA Support](#).

## CA Access Control for Virtual Environments Server Requirements

The minimum requirements for the CA Access Control Server are:

- **Architecture**—Intel 64-bit
- **Processors**—2
- **Memory**—3.5 GB RAM
- **Available disk space**—30 GB for installation, 3GB swap file

In addition, CA Access Control for Virtual Environments requires the following software installed:

- **VMware ESX/ESXi**—4.0, 4.1
- **VMware tools**—On each virtual machine that CA Access Control for Virtual Environments manages
- **A central database (RDBMS)**—Oracle Database 10g, Oracle Database 11g, Microsoft SQL Server 2005, or Microsoft SQL Server 2008 R2  
**Note:** The central database is typically installed on another server. For information about system requirements for your RDBMS, see the documentation for your product.
- **User store**—Active Directory, RDBMS

User systems require a minimum screen resolution of 1024 x 768 and the following:

- **VMware vSphere Client**—4.0, 4.1
- **Windows**—Microsoft Internet Explorer 7.x or 8.x; or Mozilla Firefox 2.x or 3.0 or 3.5
- **Linux**—Mozilla Firefox 2.x or 3.0 or 3.5

## CA Access Control for Virtual Environments Integration Components

CA Access Control for Virtual Environments supports integration with the following products:

- **Active Directory**—(Optional) An enterprise user store.  
**Note:** You do not need to install the user store on the same computer as CA Access Control for Virtual Environments.
- **Report Portal**—CA Business Intelligence.  
**Note:** You do not need to install this software on the same computer as the Enterprise Management Server. For information about system requirements for the Report Portal, see the *CA Business Intelligence Installation Guide*.  
**Note:** For more information about CA Business Intelligence, see the *CA Business Intelligence Installation Guide*, which is available from [CA Technologies Support](#).
- **User Activity Reporting**  
**Note:** Do not install this software on the same computer as the Enterprise Management Server. For information about system requirements for User Activity Reporting, see the *User Activity Reporting Release Notes*.

## Enterprise Reporting Requirements

If you use Oracle Database 10g or Oracle Database 11g as your central database (RDBMS), do the following before you install the CA Access Control Enterprise Management:

- Verify that the Oracle host and the CA Business Intelligence host can communicate.
- Install Oracle Client software on the CA Business Intelligence host.
- Verify that the Oracle TNS definition on the CA Business Intelligence host points to the central database.

If you use Microsoft SQL Server 2005 or Microsoft SQL Server 2008 as your central database (RDBMS), do the following before you install the Report Server:

- Verify that the MS SQL host and the CA Business Intelligence host can communicate.

**Important!** If you use Microsoft SQL Server as the reporting database, install the Report Portal on a supported Windows operating system.



# Chapter 3: Documentation

---

This section contains the following topics:

[Guides](#) (see page 17)

[Documentation Conventions](#) (see page 17)

## Guides

The PDF and HTML guides for CA Access Control for Virtual Environments r2.0 are as follows:

- Release Notes
- Product Guide
- Enterprise Administration Guide
- Integration Guide

**Note:** To view PDF files, download and install a Portable Document Format (PDF) reader. The CA Access Control for Virtual Environments documentation requires Adobe Reader 7.0.7 or later. Download Adobe Reader from the Adobe website, if it is not already installed on your computer.

In addition to the PDF guides, the CA Access Control for Virtual Environments guides are also available in HTML format and Online Help is accessible from the various web-based interfaces.

## Documentation Conventions

The CA Access Control documentation uses the following conventions:

Format	Meaning
Mono-spaced font	Code or program output
<i>Italic</i>	Emphasis or a new term
<b>Bold</b>	Text that you must type exactly as shown
A forward slash (/)	Platform independent directory separator used to describe UNIX and Windows paths

The documentation also uses the following special conventions when explaining command syntax and user input (in a mono-spaced font):

Format	Meaning
<i>Italic</i>	Information that you must supply
Between square brackets ([])	Optional operands
Between braces ({} )	Set of mandatory operands
Choices separated by pipe ( ).	Separates alternative operands (choose one). For example, the following means <i>either</i> a user name <i>or</i> a group name: <code>{username groupname}</code>
...	Indicates that the preceding item or group of items can be repeated
<u>Underline</u>	Default values
A backslash at end of line preceded by a space ( \ )	Sometimes a command does not fit on a single line in this guide. In these cases, a space followed by a backslash ( \ ) at the end of a line indicates that the command continues on the following line. <b>Note:</b> Avoid copying the backslash character and omit the line break. These are not part of the actual command syntax.

#### Example: Command Notation Conventions

The following code illustrates how command conventions are used in this guide:

```
ruler className [props({all|{propertyName1[,propertyName2]}...})]
```

In this example:

- The command name (ruler) is shown in regular mono-spaced font as it must be typed as shown.
- The *className* option is in italic as it is a placeholder for a class name (for example, USER).
- You can run the command without the second part enclosed in square brackets, which signifies optional operands.
- When using the optional parameter (props), you can choose the keyword *all* or, specify one or more property names separated by a comma.

## Chapter 4: General Considerations

This section contains items that you should consider when using CA Access Control for Virtual Environments.

## Microsoft Internet Explorer Version 6 Not Supported

CA Access Control for Virtual Environments does not support Microsoft Internet Explorer version 6.



# Chapter 5: Known Issues

---

This section contains the following topics:

- [Installation Known Issues](#) (see page 21)
- [General Known Issues](#) (see page 21)

## Installation Known Issues

This section describes installation related know issues for CA Access Control for Virtual Environments

### Network Settings Not Saved After Installation

When you specify the CA Access Control Server static IP address the "search *domain\_name*" line in the /etc/resolv.conf file is removed. Further, if you specify multiple DNS servers, the network settings are not saved in the /etc/resolv.conf file.

To workaround the issues, edit the /etc/resolv.conf file and either add the "search *domain\_name*" line in the /etc/resolv.conf/ file or specify the DNS servers, as follows:

```
search company.com
nameserver 191.168.1.1
nameserver 192.168.1.11
```

## General Known Issues

This section describes general know issues for CA Access Control for Virtual Environments.

### No Timeout Message Displayed in VMware vSphere Client

Timeout messages are not displayed in case tasks performed in the VMware vSphere Client do not complete successfully.

### Errors Messages Logged When Deleting Security Groups

Error messages are logged in the CA Access Control for Virtual Environments server log file when you delete security groups that has rules assigned from the VMware vShield App management interface.

## Additional Configurations Required When Using Active Directory

If you configured CA Access Control for Virtual Environments to use Active Directory user store, complete the following steps:

1. In /etc/hosts file, do the following:
  - Add the IP address of the Active Directory server and the Distinguished Name (DN) of the Active Directory domain server. For example:  
192.168.1.1.company.com
2. In /etc/resolv.conf, do the following:
  - Verify that the value defined in the search line resolves the Active Directory domain controller correctly.
  - Add the IP address of the domain controller as a nameserver. For example:  
nameserver 192.168.1.1

## Tasks Indicator Not Displayed

The tasks indicators in VMware vSphere Client is not displayed if the logged in user does not have administrative privileges to the VMware vCenter.

## CA Access Control Enterprise Management Hierarchy Not Updated

CA Access Control Enterprise Management does not update the security groups hierarchy display after the following events occurred in VMware vSphere Client:

- Transfer of an ESX/ESXi to a different datacenter
- Transfer of resource pools, virtual machines and virtual appliances between resource pools and virtual appliances
- Move of a resource pool or virtual appliance to a different ESX/ESXi
- Delete of a managed device or ESX/ESXi annotation key

**Note:** This event changes the managed device attributes and can affect the automatic un-assignment of a managed device, if a related tag rule exists.

To workaround this issue, update the security groups hierarchy using the Synchronize and Update the VMware vCenter Hierarchy Discovery task, under the System tab.

## Network Policy Rules Not Deleted From VMWare vShield App

If you delete a network zone policy after you it was assigned to a security group, the network rules are not removed from the VMware vShield App.

## Cannot Create a Copy of a VMware vCenter Server Connection Object

In CA Access Control Enterprise Management, you cannot create a copy of an existing VMware vCenter Server connection.

## Cannot Recreate VMware vCenter Server Connection

You cannot recreate a VMware vCenter Server connection object with a previously defined URL. To workaround this issue, replace the full DN of the VMware vCenter Server with the IP address.

## Unsupported Characters in Managed Device Names

You cannot create manage devices in VMware vSphere Client or in CA Access Control Enterprise Management using the following characters:

- Backslash (\)
- Comma (,)
- Plus sign (+)

We recommend that to rename the manage devices name to remove prohibited characters

## User Actions in VMware vSphere Client Not Monitored by User Activity Reporting

CA Access Control for Virtual Environments does not send users actions performed in VMware vSphere Client to User Activity Reporting. You cannot generates reports on users actions in VMware vSphere Client.



# Appendix A: Third-Party License Agreements

---

This section contains the following topics:

[Software Under the Apache License](#) (see page 28)  
[Software Under the Daniel Veillard License](#) (see page 35)  
[Software Under the OpenLDAP License](#) (see page 37)  
[Software Under the OpenSSL License](#) (see page 40)  
[AES 2.4](#) (see page 46)  
[AIX JRE 1.4.2](#) (see page 47)  
[AIX JRE 1.5.0](#) (see page 47)  
[ANTLR 2.7.5H3](#) (see page 48)  
[BSAFE Crypto-J 3.6](#) (see page 49)  
[CPAN Perl 5.8.8](#) (see page 52)  
[CRC32](#) (see page 53)  
[Cyrus SASL 2.1.22](#) (see page 55)  
[DES algorithm N/A](#) (see page 57)  
[dom4j 1.5](#) (see page 58)  
[Hibernate 3.2](#) (see page 59)  
[Java Mail 1.3.3](#) (see page 60)  
[ICU4C 3.4](#) (see page 64)  
[JBoss 4.0.1 SP1](#) (see page 65)  
[JBoss Application Server v.4.2.3](#) (see page 66)  
[JBoss Native v.2.0.6](#) (see page 67)  
[JCIFS Client Library 1.3.14](#) (see page 68)  
[JDOM 1.0](#) (see page 76)  
[JTA 1.0.1B](#) (see page 79)  
[JWSDP 1.3](#) (see page 83)  
[MD5 Message Digest Algorithm](#) (see page 92)  
[Microsoft Detours 2.1](#) (see page 94)  
[Microsoft Visual C 2005 SP1 Redistributable Package \(IA64\) 8.0.50727.762](#) (see page 94)  
[Microsoft Visual C 2005 SP1 Redistributable Package \(x64\) 8.0.50727.762](#) (see page 108)  
[Microsoft Visual C 2005 SP1 Redistributable Package \(x86\) 8.0.50727.762](#) (see page 122)  
[MIT Kerberos v5 r1.5](#) (see page 136)  
[nss\\_ldap 2.62](#) (see page 159)  
[OpenLDAP 2.3.39 \(20071118\)](#) (see page 166)  
[Oracle JDBC Driver 10g Release 2 \(10.2.0.1.0\)](#) (see page 167)  
[Oracle JDBC Driver 10g Release 2 \(10.2.0.3.0\)](#) (see page 172)  
[OpenSSL 0.9.8h](#) (see page 176)  
[Perl2exe 8.4](#) (see page 179)  
[PCRE 6.3](#) (see page 180)  
[Rhino 1.6r4](#) (see page 182)  
[SAXPath 1](#) (see page 183)  
[SHA-1](#) (see page 186)  
[SQLite 3.6.1](#) (see page 187)  
[Sun JDK 1.4.2\\_13](#) (see page 188)  
[Sun JDK 1.6.0](#) (see page 198)  
[Sun JRE 1.5.0\\_18](#) (see page 213)  
[Tibco Enterprise Message Service 5.1.4](#) (see page 227)  
[UnboundID LDAP SDK for Java 1.1.6](#) (see page 236)  
[WSDL4J 1.5.1](#) (see page 275)

[XNTP v.3-5.93](#) (see page 279)  
[XScreenSaver](#) (see page 280)  
[Zlib 1.2.3](#) (see page 280)  
[ZThread 2.3.2](#) (see page 281)

## Software Under the Apache License

Portions of this product include software developed by the Apache Software Foundation (<http://www.apache.org/>).

- Ant 1.6.5
- Axis 1.2.1
- Axis 1.4
- Axis2 1.1.1
- Blowfish encryption N/A
- Commons BeanUtils 1.6.1
- Commons BeanUtils 1.7
- Commons Codec 1.3
- Commons Collection 3.1
- commons dbcp 1.2.1
- Commons Digester 1.7
- commons discovery 0.2
- commons el 1.0
- Commons FileUpload 1.2
- Commons httpclient 2.0.2

This product includes Jakarta Commons HttpClient 2.0.2 which is distributed in accordance with the following license agreement.

- Commons httpclient 3.0.1
- Commons Lang 2.1
- Commons Logging 1.0.4
- Commons Logging 1.04
- Commons Pool 1.3
- Commons Validator 1.2
- HTTP Web Server 2.0.54
- HTTP Web Server 2.2.3
- JSTL 1.0.6
- Log4j 1.2.8
- myfaces 1.1.4
- ORO 2.0.8
- Slide 2.1

- Struts 1.2.9
- Tofigurator v.1.0

This product includes Tofigurator v.1.0, which is distributed in accordance with the following license agreement.

- tomahawk 1.1.5
- Tomcat 5.0.28
- Tomcat 5.5.12
- Tomcat 5.5.20

This product includes Apache Tomcat 5.5.20 which is distributed in accordance with the following license agreement.

- Velocity 1.4
- Xalan-C 1.10.0
- Xalan-C 1.9.0
- Xalan-J 2.6.0
- Xalan-J 2.7.0

This product includes Apache Xalan-J v.2.7.0, which is distributed in accordance with the following license agreement(s):

- Xerces-C++ 2.6.0
- Xerces-C++ 2.7.0
- Xerces-C++ 2.8.0

The Apache software is distributed in accordance with the following license agreement:

#### Apache License

Version 2.0, January 2004

<http://www.apache.org/licenses/>

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

##### 1. Definitions.

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

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

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

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

outstanding shares, or (iii) beneficial ownership of such entity.

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

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

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

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

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

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

submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, 'submitted' means any form of electronic, verbal, or written communication sent

to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as 'Not a Contribution.'

'Contributor' shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and

subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual,

worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the

Work and such Derivative Works in Source or Object form.

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

or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

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

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

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

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

(d) If the Work includes a 'NOTICE' text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or

documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents

of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided

that such additional attribution notices cannot be construed as modifying the License.

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

the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work

by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions.

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

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor,

except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

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

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

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

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

has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity,

or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only

on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify,

defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

## Software Under the Daniel Veillard License

Portions of this product include software developed by the Daniel Veillard.

- Libxml2 2.6.27
- Libxml2 2.6.7

The libxml2 software is distributed in accordance with the following license agreement:

Copyright (C) 1998-2002 Daniel Veillard. All Rights Reserved.

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

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

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

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

## Software Under the OpenLDAP License

This product includes software developed by The OpenLDAP Foundation:

- OpenLDAP 2.1
- OpenLDAP 2.3.39 (20071118)

This product includes software distributed in accordance with the following license agreement:

The software is distributed in accordance with the following license agreement:

The OpenLDAP Public License

Version 2.8, 17 August 2003

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

1. Redistributions in source form must retain copyright statements and notices,

2. Redistributions in binary form must reproduce applicable copyright statements and notices, this list of conditions, and the following disclaimer in the documentation and/or other materials provided with the distribution, and

3. Redistributions must contain a verbatim copy of this document.

The OpenLDAP Foundation may revise this license from time to time.

Each revision is distinguished by a version number. You may use this Software under terms of this license revision or under the terms of any subsequent revision of the license.

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

The names of the authors and copyright holders must not be used in advertising or otherwise to promote the sale, use or other dealing in this Software without specific, written prior permission. Title to copyright in this Software shall at all times remain with copyright holders.

OpenLDAP is a registered trademark of the OpenLDAP Foundation.

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

## Software Under the OpenSSL License

This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>):

- OpenSSL 0.9.8.d

This product also includes libraries from an SSL implementation written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

- OpenSSL 0.9.8h

This product also includes libraries from an SSL implementation written by Eric Young (eay@cryptsoft.com). This product includes OpenSSL Toolkit v0.9.8h, which is distributed in accordance with the following terms:

### LICENSE ISSUES

---

=====

The OpenSSL toolkit stays under a dual license, i.e. both the conditions of the OpenSSL License and the original SSLeay license apply to the toolkit.

See below for the actual license texts. Actually both licenses are BSD-style Open Source licenses. In case of any license issues related to OpenSSL please contact [openssl-core@openssl.org](mailto:openssl-core@openssl.org).

### OpenSSL License

---

=====

/\* =====

\* Copyright (c) 1998-2003 The OpenSSL Project. All rights reserved.

\*

\* Redistribution and use in source and binary forms, with or without

- \* modification, are permitted provided that the following conditions
- \* are met:
- \*
  - \* 1. Redistributions of source code must retain the above copyright
  - \* notice, this list of conditions and the following disclaimer.
  - \*
    - \* 2. Redistributions in binary form must reproduce the above copyright
    - \* notice, this list of conditions and the following disclaimer in
    - \* the documentation and/or other materials provided with the
    - \* distribution.
  - \*
    - \* 3. All advertising materials mentioning features or use of this
    - \* software must display the following acknowledgment:
    - \* "This product includes software developed by the OpenSSL Project
    - \* for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"
  - \*
    - \* 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to
    - \* endorse or promote products derived from this software without
    - \* prior written permission. For written permission, please contact
    - \* [openssl-core@openssl.org](mailto:openssl-core@openssl.org).
  - \*
    - \* 5. Products derived from this software may not be called "OpenSSL"
    - \* nor may "OpenSSL" appear in their names without prior written
    - \* permission of the OpenSSL Project.
  - \*

\* 6. Redistributions of any form whatsoever must retain the following  
\* acknowledgment:  
\* "This product includes software developed by the OpenSSL Project  
\* for use in the OpenSSL Toolkit (<http://www.openssl.org/>)"  
\*  
\* THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS|&"& | AND ANY  
\* EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE  
\* IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR  
\* PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR  
\* ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,  
\* SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT  
\* NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;  
\* LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)  
\* HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,  
\* STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)  
\* ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED  
\* OF THE POSSIBILITY OF SUCH DAMAGE.  
\* ======  
\*  
\* This product includes cryptographic software written by Eric Young  
\* (eay@cryptsoft.com). This product includes software written by Tim  
\* Hudson (tjh@cryptsoft.com).  
\*  
\*/

## Original SSLeay License

```
-----  
  
/* Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)  
 * All rights reserved.  
 *  
 * This package is an SSL implementation written  
 * by Eric Young (eay@cryptsoft.com).  
 * The implementation was written so as to conform with Netscapes SSL.  
 *  
 * This library is free for commercial and non-commercial use as long as  
 * the following conditions are aheared to. The following conditions  
 * apply to all code found in this distribution, be it the RC4, RSA,  
 * Ihash, DES, etc., code; not just the SSL code. The SSL documentation  
 * included with this distribution is covered by the same copyright terms  
 * except that the holder is Tim Hudson (tjh@cryptsoft.com).  
 *  
 * Copyright remains Eric Young's, and as such any Copyright notices in  
 * the code are not to be removed.  
 * If this package is used in a product, Eric Young should be given attribution  
 * as the author of the parts of the library used.  
 * This can be in the form of a textual message at program startup or  
 * in documentation (online or textual) provided with the package.  
 *  
 * Redistribution and use in source and binary forms, with or without
```

- \* modification, are permitted provided that the following conditions
- \* are met:
- \* 1. Redistributions of source code must retain the copyright
  - \* notice, this list of conditions and the following disclaimer.
- \* 2. Redistributions in binary form must reproduce the above copyright
  - \* notice, this list of conditions and the following disclaimer in the
  - \* documentation and/or other materials provided with the distribution.
- \* 3. All advertising materials mentioning features or use of this software
  - \* must display the following acknowledgement:
  - \* "This product includes cryptographic software written by
  - \* Eric Young (eay@cryptsoft.com)"
  - \* The word 'cryptographic' can be left out if the routines from the library
  - \* being used are not cryptographic related :-).
- \* 4. If you include any Windows specific code (or a derivative thereof) from
  - \* the apps directory (application code) you must include an acknowledgement:
  - \* "This product includes software written by Tim Hudson (tjh@cryptsoft.com)"
  - \*
- \* THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS|&| AND
- \* ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE
- \* IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- \* ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE
- \* FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL
- \* DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS
- \* OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)

\* HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,  
STRICT  
\* LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY  
\* OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF  
\* SUCH DAMAGE.  
\*  
\* The licence and distribution terms for any publically available version or  
\* derivative of this code cannot be changed. i.e. this code cannot simply be  
\* copied and put under another distribution licence  
\* [including the GNU Public Licence.]  
\*/

## AES 2.4

Portions of this product include software developed by Enhanced Software Technologies. The Enhanced Software software is distributed in accordance with the following license agreement.

This software is Copyright 1999,2000 Enhanced Software Technologies Inc.

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

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

This product includes software developed by Enhanced Software Technologies Inc. and its contributors.

4. Neither the name of the Company 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 COMPANY 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 COMPANY 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.

## AIX JRE 1.4.2

CONTAINS IBM(R) 32-bit Runtime Environment for AIX(TM), Java(TM) 2 Technology  
Edition, Version 1.4 Modules

(c) Copyright IBM Corporation 1999, 2002

All Rights Reserved

## AIX JRE 1.5.0

CONTAINS IBM(R) 32-bit Runtime Environment for AIX(TM), Java(TM) 2 Technology  
Edition, Version 1.5 Modules

(c) Copyright IBM Corporation 1999, 2002

All Rights Reserved

## ANTLR 2.7.5H3

Portions of this product include software developed by the ANTLR.org. The ANTLR software is distributed in accordance with the following license agreement.

### ANTLR 3 License

[The BSD License]

Copyright (c) 2005, 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.

## BSAFE Crypto-J 3.6

RSA SECURITY INC. OEM Agreement number: 0605-CASS-O-LPS-3

----- EVALUATION LICENSE AGREEMENT \*\*\*

IMPORTANT \*\*\* PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR OTHERWISE USING THE RSA SOFTWARE. YOU WILL BE ASKED TO ACCEPT OR REJECT THIS AGREEMENT ON BEHALF OF YOUR COMPANY BEFORE YOU WILL BE ALLOWED TO DOWNLOAD OR INSTALL THE RSA SOFTWARE. BY INDICATING YOUR ACCEPTANCE, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND CUSTOMER AGREES TO BE BOUND BY IT. THE FOLLOWING SECTION APPLIES ONLY IF CUSTOMER IS ORDERING RSA PRODUCTS FROM RSA SECURITY INC., FROM THE AMERICAS (NORTH AMERICA, SOUTH AMERICA OR CENTRAL AMERICA):

This is a legal agreement between the end user customer ("Customer") and RSA Security Inc. ("RSA"). This Agreement supercedes any RSA "shrinkwrap" or "clickwrap" agreement included with the RSA Software. However, this Agreement may be superseded by any written agreement signed by both Customer and RSA. THE FOLLOWING SECTION APPLIES ONLY IF CUSTOMER IS ORDERING RSA PRODUCTS FROM RSA SECURITY IRELAND LIMITED, FROM OUTSIDE OF THE AMERICAS (EUROPE, AFRICA OR ASIA PACIFIC): This is a legal agreement between the end user customer ("Customer") and RSA Security Ireland Limited ("RSA"). This Agreement supercedes any RSA "shrinkwrap" or "clickwrap" agreement included with the RSA Software. However, this Agreement may be superseded by any written agreement signed by both Customer and RSA.

(1) License to Evaluate RSA Software. RSA hereby grants, and Customer hereby accepts, a non-exclusive, non-transferable license to: (a) evaluate and test, in object code form (or in the case of the RSA BSAFE(R) Code Verification Solution only, in source code form), one copy of the software licensed by Customer under this Agreement (the "RSA Software"), solely in a test environment that is separate from Customer's live information technology infrastructure; and (b) incorporate the RSA Software into Customer's application to evaluate and test its utility on a networked environment consisting of a maximum of two computers (or, in the case of the RSA Key Management Server only, three client computers and one server).

(2) Restrictions on License to Evaluate RSA Software. Customer shall not, without RSA's prior written consent: (a) cause or permit access to the RSA Software, except to its employees, agents and consultants with a "need to know" who are bound in writing by non-disclosure obligations suitable to protect RSA's interests in the RSA Software but no less restrictive than Customer's obligations herein; (b) copy the RSA Software; (c) distribute, market, sell, lease, license, sublicense or otherwise disseminate to third parties the RSA Software, in whole or in part, either in standalone form or bundled with any other software; (d) use the RSA Software, in whole or in part, either in standalone form or bundled with any other software, other than as necessary to evaluate and test the RSA Software as set forth in SectionÃ?????Ã????? 1; (e) modify, enhance, translate, supplement, create derivative works from, reverse engineer, reverse compile or otherwise reduce the RSA Software to human readable form; or (f) disclose to any third party the results of any benchmarking or competitive analysis of the RSA Software that Customer may perform.

(3) Ownership and Intellectual Property Rights. RSA or its licensors or suppliers are the exclusive owners of the RSA Software (including revisions, modifications and enhancements thereto) and any other specifications, documentation, ideas, know-how, techniques, processes, inventions or other intellectual property that RSA or its licensors or suppliers may develop, conceive or deliver under this Agreement, including all patents, copyrights and other intellectual property rights thereto. By this Agreement, Customer acquires no rights of any kind in or to any RSA trademark, service mark, trade name, logo or product designation and shall not make any use of the same for any reason except as expressly authorized by this Agreement or otherwise authorized in writing by RSA.

(4) Audit. RSA has the right, at its sole cost and expense, to have an independent public accountant conduct during normal business hours (but not more than once in any 12-month period) an audit of Customer's records to verify compliance with the terms of this Agreement. If such an audit finds that Customer has breached its obligations under this Agreement, then, in addition to any other remedies available to RSA for such breach, Customer shall pay the reasonable expenses associated with such audit.

(5) Confidentiality of Source Code. The parties acknowledge and agree that the source code of the RSA Software constitutes confidential information

and trade secrets of RSA. Accordingly, if Customer receives source code hereunder, Customer shall (a) use the source code only in one Customer location and not transfer it or share it among multiple locations; (b) inform any employee that is granted access to all or any portion of the source code of the importance of preserving the confidentiality and trade secret status of the source code; (c) maintain a controlled, secure environment for the storage and use of the source code; and (d) maintain the confidentiality of the source code in perpetuity. (6) DISCLAIMER OF WARRANTIES. THE RSA SOFTWARE IS PROVIDED "AS IS," AND RSA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. The RSA Software provided to Customer hereunder may be derived from code that has yet to complete RSA's quality assurance testing process. It is possible that such RSA Software may contain defects that are or will be corrected in later versions. (7) LIMITATION OF LIABILITY. IN NO EVENT WILL RSA OR RSA'S LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH THE RSA SOFTWARE, INCLUDING BUT NOT LIMITED TO DIRECT DAMAGES; INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES; LOST BUSINESS PROFITS; OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF RSA OR RSA'S LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. (8) Termination. This Agreement terminates upon the earlier of (a) 30 days from the date Customer receives the RSA Software and (b) Customer's failure to comply with any provision of this Agreement. Promptly upon any termination of this Agreement, Customer shall destroy the original and all copies, in whole or in part, in any form, including partial copies, of the RSA Software. (9) Survival. Sections 2-15 survive any termination of this Agreement. (10) Export Laws. The RSA Software is subject to (1) United States export control laws and regulations that may restrict exports, re-exports and disclosures to foreign persons of cryptographic items, and (2) certain foreign laws that may restrict the export, re-export, import and/or use of such items. Performance of this Agreement is expressly made subject to any export laws, regulations, orders or other restrictions imposed by the United States of America or any other country or governmental entity on the RSA Software or information relating thereto. Customer shall not directly or indirectly import, export or re-export any RSA Software or information pertaining thereto to any country or foreign person to which such import, export or re-export is restricted or prohibited unless Customer first secures, if applicable, an appropriate export license or other governmental approval. Customer unconditionally accepts full responsibility for compliance with these requirements. THE FOLLOWING SECTION 11 APPLIES ONLY IF CUSTOMER IS ORDERING RSA PRODUCTS FROM RSA SECURITY INC., FROM NORTH AMERICA, SOUTH AMERICA OR CENTRAL AMERICA: (11) Governing Law. This Agreement and all relationships created hereby will in all respects be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts. THE FOLLOWING SECTION 11 APPLIES ONLY IF CUSTOMER IS ORDERING RSA PRODUCTS FROM RSA SECURITY IRELAND LIMITED, FROM EUROPE, AFRICA OR ASIA PACIFIC: (11) Governing Law. This Agreement and all relationships created hereby will in all respects be governed by and construed in

accordance with the laws of Ireland without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the courts located in Ireland. (12) Entire Agreement; Modification and Waiver; Third-Party Beneficiaries. This Agreement constitutes the entire understanding between Customer and RSA with respect to the subject matter hereof, and RSA makes no representations to Customer except as expressly set forth herein. Terms and conditions set forth in any purchase order or other document provided by Customer to RSA that differ from, conflict with, or are not included in this Agreement are not part of any agreement between RSA and Customer unless specifically accepted by RSA in writing. This Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of the parties hereto. The failure of either party, in any one or more instances, to enforce any of the terms of this Agreement shall not be construed as a waiver of future enforcement of that or any other term. Some of RSA's licensors and suppliers may be third-party beneficiaries to this Agreement. (13) Assignment. Customer may not assign this Agreement, or any of its rights or obligations hereunder, without RSA's written consent, which consent shall not be unreasonably withheld. (14) Severability. If any provision of this Agreement is for any reason held illegal or unenforceable, then such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement. (15) Language. This Agreement has been drawn up in and shall be construed in accordance with the English language.

\*\*\*\*\*

\*\*\*\*\* If Customer accepts this Agreement, then please select "OK," "Yes," "I agree" or otherwise answer in the affirmative. By selecting this acceptance option, Customer agrees to be bound by this Agreement. If Customer does not choose to be bound by this Agreement, then please select "Cancel," "No," "I disagree" or otherwise answer in the negative, and the download or installation procedure will terminate immediately. Please contact the party from which Customer purchased this license for the refund and return information relating to the non-acceptance of this Agreement.

\*\*\*\*\*

## CPAN Perl 5.8.8

Portions of this product include software copyrighted by Larry Wall. The Standard Version of Perl 5.8.3 can be downloaded from <http://www.perl.org/>.

## CRC32

Portions of this product include software developed by Markus Friedl and are distributed in accordance with the following copyright and permission notices.

```
/*      $OpenBSD: crc32.c,v 1.9 2003/02/12 21:39:50 markus Exp $ */

/*
 * Copyright (c) 2003 Markus Friedl. All rights reserved.
 *
 * Redistribution and use in source and binary forms, with or without
 * modification, are permitted provided that the following conditions
 * are met:
 *
 * 1. Redistributions of source code must retain the above copyright
 *    notice, this list of conditions and the following disclaimer.
 *
 * 2. Redistributions in binary form must reproduce the above copyright
 *    notice, this list of conditions and the following disclaimer in the
 *    documentation and/or other materials provided with the distribution.
 *
 * THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS|&"&| AND ANY EXPRESS OR
 * IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES
 * OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.
 *
 * IN NO EVENT SHALL THE AUTHOR 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.

\*/

## Cyrus SASL 2.1.22

### Cyrus SASL Library

This product includes software developed by Computing Services at Carnegie Mellon University (<http://www.cmu.edu/computing/>). The Cyrus SASL Library was obtained under the following license:

```
/* CMU libasl

 * Tim Martin

 * Rob Earhart

 * Rob Siemborski

 */

/*
 * Copyright (c) 1998-2003 Carnegie Mellon University. All rights reserved.

 *

 * Redistribution and use in source and binary forms, with or without

 * modification, are permitted provided that the following conditions

 * are met:

 *

 * 1. Redistributions of source code must retain the above copyright

 * notice, this list of conditions and the following disclaimer.

 *

 * 2. Redistributions in binary form must reproduce the above copyright

 * notice, this list of conditions and the following disclaimer in

 * the documentation and/or other materials provided with the
```

- \* distribution.
- \*
- \* 3. The name "Carnegie Mellon University" must not be used to
  - \* endorse or promote products derived from this software without
  - \* prior written permission. For permission or any other legal
  - \* details, please contact
  - \*     Office of Technology Transfer
  - \*     Carnegie Mellon University
  - \*     5000 Forbes Avenue
  - \*     Pittsburgh, PA 15213-3890
  - \*     (412) 268-4387, fax: (412) 268-7395
  - \*     tech-transfer@andrew.cmu.edu
  - \*
- \* 4. Redistributions of any form whatsoever must retain the following
  - \* acknowledgment:
  - \*     "This product includes software developed by Computing Services
  - \*     at Carnegie Mellon University (<http://www.cmu.edu/computing/>)."
  - \*
- \* CARNEGIE MELLON UNIVERSITY DISCLAIMS ALL WARRANTIES WITH REGARD TO
- \* THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY
- \* AND FITNESS, IN NO EVENT SHALL CARNEGIE MELLON UNIVERSITY BE LIABLE
- \* FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES
- \* WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN
- \* AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING
- \* OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

\*/

## DES algorithm N/A

DES encryption functions written 12 Dec 1986 by Phil Karn, KA9Q; large sections adapted from the 1977 public-domain program by Jim Gillogly Modified for additional speed - 6 December 1988 Phil Karn Modified for parameterized key schedules - Jan 1991 Phil Karn AS PER <http://www.ka9q.net/code/des/index.html> RELAXATION OF US EXPORT CONTROLS On January 14, 2000 the United States Government relaxed its export regulations governing cryptographic source code. The software on these web pages all qualify as: Encryption source code which is available to the public and which is not subject to an express agreement for the payment of a licensing fee or royalty for commercial production or sale of any product developed with the source code so they are now available from this website without restriction as to destination. They are still available through the export-controlled North American Cryptography Archives server: DES/3DES code in x86 asm DES/3DES code in portable C

## dom4j 1.5

Portions of this product include software developed by the DOM4J Project (<http://dom4j.org/>) and is distributed in accordance with the following license agreement.

### BSD style license

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

Redistributions of source code must retain copyright statements and notices.  
Redistributions must also contain a copy of this document.

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

The name "DOM4J" must not be used to endorse or promote products derived from this Software without prior written permission of MetaStuff, Ltd. For written permission, please contact [dom4j-info@metastuff.com](mailto:dom4j-info@metastuff.com).

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

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

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

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

## Hibernate 3.2

CA Access Control Enterprise Management

This product is shipped with Hibernate v.3.2, the use of which is governed by the following terms:

Hibernate v.3.2 is open source software that is used with this CA software program (the CA Product). Hibernate v.3.2 is not owned by CA, Inc. ("CA"). Use, copying, distribution and modification of Hibernate v.3.2 are governed by the GNU Lesser General Public License ("LGPL") version 2.1. A copy of the LGPL license in its entirety can be found in the same directory on the installation disk on which Hibernate v.3.2 is distributed. CA makes the source code for Hibernate v.3.2 available at [http://opensrcd.ca.com/ips/06519\\_8/](http://opensrcd.ca.com/ips/06519_8/), and includes a copy of the source code on the same disk as the executable code. Use of the CA Product is governed solely by the CA end user license agreement ("EULA"), not by the LGPL license. You cannot use, copy, modify or redistribute any CA Product code except as may be expressly set forth in the EULA. Hibernate v.3.2 is provided "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further details of the disclaimer of warranty with respect to Hibernate v.3.2 can be found in the LGPL license itself. To the full extent permitted under applicable law, CA disclaims all warranties and liability arising from or related to any use of Hibernate v.3.2.

## Java Mail 1.3.3

Sun Microsystems, Inc. Binary Code License Agreement

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. LICENSE TO USE. Sun grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid.

2. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement.

3. LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software.

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

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

6. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Upon Termination, you must destroy all copies of Software.

7. Export Regulations. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to

obtain such licenses to export, re-export, or import as may be required after delivery to you. 8. U.S.Government Restricted Rights. If Software is being acquired by or on behalf of the U.S.Government or by a U.S.Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions). 9. Governing Law. Any action related to this Agreement will be governed by California law and controlling U.S.federal law. No choice of law rules of any jurisdiction will apply. 10. Severability.If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate. 11. Integration. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

JAVAMAILTM, VERSION 1.3 SUPPLEMENTAL LICENSE TERMS These supplemental license terms ("Supplemental Terms") add to or modify the terms of the Binary Code License Agreement (collectively, the "Agreement").Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Agreement.These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Agreement, or in any license contained within the Software. 1. Software Internal Use and Development License Grant. Subject to the terms and conditions of this Agreement, including, but not limited to Section 3 (Java(TM) Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce internally and use internally the binary form of the Software, complete and unmodified, for the sole purpose of designing, developing and testing your Java applets and applications ("Programs"). 2. License to Distribute Software.Subject to the terms and conditions of this Agreement, including, but not limited to Section 3 (Java (TM) Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce and distribute the Software in binary code form only, provided that (i) you distribute the Software complete and unmodified and only bundled as part of, and for the sole purpose of running, your Java applets or applications ("Programs"), (ii) the Programs add significant and primary functionality to the Software, (iii) you do not distribute additional software intended to replace any component(s) of the Software, (iv) you do not remove or alter any proprietary legends or notices contained in the Software, (v) you only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and (vi) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software. 3. Java Technology Restrictions.You may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that you create an additional class and

associated API(s) which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers. You may not create, or authorize your licensees to create additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation. 4.Trademarks and Logos. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, STAROFFICE, STARPORTAL and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, STAROFFICE, STARPORTAL and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use you make of the Sun Marks inures to Sun's benefit. 5.Source Code. Software may contain source code that is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement. 6.Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A (LFI#132726/Form ID#011801)

## ICU4C 3.4

Portions of this product include software developed by the International Business Machines Corporation. The IBM software is distributed in accordance with the following license agreement.

ICU License - ICU 1.8.1 and later

### COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1995-2003 International Business Machines Corporation and others

All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

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

INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

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

## JBoss 4.0.1 SP1

JBoss software is an open source library that is used with the software. The JBoss software is not owned by Computer Associates International, Inc. ( CA ). Use, copying, distribution and modification of the JBoss software are governed by the GNU Lesser General Public License ( LGPL ) version 2.1. A copy of the LGPL license can be found in the directory on the installation disk on which the JBoss software is distributed. Additionally, a copy of the LGPL license can be found at <http://opensource.org/licenses/lgpl-license.php> or write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA. CA makes the source code for the JBoss software available at , and includes a copy of the source code on the same disk as the executable code. Use of the software is governed solely by the end user license agreement ( EULA ), not by the LGPL license. You cannot use, copy, modify or redistribute any code except as may be expressly set forth in the EULA. The JBoss software is provided AS IS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further details of the disclaimer of warranty with respect to the JBoss software can be found in the LGPL license itself. To the full extent permitted under applicable law, CA disclaims all warranties and liability arising from or related to any use of the JBoss software.

## JBoss Application Server v.4.2.3

This product is distributed with JBoss Application Server v.4.2.3 (the LGPL Software), the use of which is governed by the following terms:

The LGPL Software is open source software that is used with this CA software program (the CA Product). The LGPL Software is not owned by CA, Inc. (CA). Use, copying, distribution and modification of the LGPL Software are governed by the GNU Lesser General Public License (LGPL) version 2.1. A copy of the LGPL license can be found in the same directory on the installation disk on which the LGPL Software is distributed. Additionally, a copy of the LGPL license can be found at <http://www.opensource.org/licenses/lgpl-2.1.php> or write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA. CA makes the source code for the LGPL Software available at <http://opensrcd.ca.com>, and includes a copy of the source code on the same disk as the executable code. Use of the CA Product is governed solely by the CA end user license agreement (EULA), not by the LGPL license. You cannot use, copy, modify or redistribute any CA Product code except as may be expressly set forth in the EULA. The LGPL Software is provided AS IS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further details of the disclaimer of warranty with respect to the LGPL Software can be found in the LGPL license itself. To the full extent permitted under applicable law, CA disclaims all warranties and liability arising from or related to any use of the LGPL Software.

## JBoss Native v.2.0.6

This product is distributed with JBoss Native v.2.0.6 (the LGPL Software), the use of which is governed by the following terms:

The LGPL Software is open source software that is used with this CA software program (the CA Product). The LGPL Software is not owned by CA, Inc. (CA). Use, copying, distribution and modification of the LGPL Software are governed by the GNU Lesser General Public License (LGPL) version 2.1. A copy of the LGPL license can be found in the same directory on the installation disk on which the LGPL Software is distributed. Additionally, a copy of the LGPL license can be found at <http://www.opensource.org/licenses/lgpl-2.1.php> or write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA. CA makes the source code for the LGPL Software available at <http://opensrcd.ca.com>, and includes a copy of the source code on the same disk as the executable code. Use of the CA Product is governed solely by the CA end user license agreement (EULA), not by the LGPL license. You cannot use, copy, modify or redistribute any CA Product code except as may be expressly set forth in the EULA. The LGPL Software is provided AS IS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further details of the disclaimer of warranty with respect to the LGPL Software can be found in the LGPL license itself. To the full extent permitted under applicable law, CA disclaims all warranties and liability arising from or related to any use of the LGPL Software.

## JCIFS Client Library 1.3.14

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. **GNU LESSER GENERAL PUBLIC LICENSE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION 0.** This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you". A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables. The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".) "Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library. Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library. You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.
2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
  - a) The modified work must itself be a software

library. b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change. c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License. d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful. (For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.) These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it. Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library. In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License. 3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices. Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy. This option is useful when you wish to copy part of the code of the Library into a program that is not a library. 4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange. If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code. 5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License. However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such

executables. When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law. If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.) Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself. 6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications. You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things: a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.) b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with. c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution. d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place. e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy. For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable. It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute. 7. You may place

library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things: a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above. b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work. 8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance. 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it. 10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License. 11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library. If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances. It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice. This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License. 12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in

or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License. 13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation. 14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally. NO WARRANTY 15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. 16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS How to Apply These Terms to Your New Libraries If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License). To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found. <one line to give the library's name and a brief idea of what it does. > Copyright (C) <year> <name of author> This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version. This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details. You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA

02110-1301 USA Also add information on how to contact you by electronic and paper mail. You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the library, if necessary. Here is a sample; alter the names: Yoyodyne, Inc., hereby disclaims all copyright interest in the library 'Frob' (a library for tweaking knobs) written by James Random Hacker. <signature of Ty Coon>, 1 April 1990 Ty Coon, President of Vice That's all there is to it!

## JDOM 1.0

This product includes software developed by the JDOM Project (<http://www.jdom.org/>). The JDOM software is distributed in accordance with the following license agreement.

\$Id: LICENSE.txt,v 1.11 2004/02/06 09:32:57 jhunter Exp \$

Copyright (C) 2000-2004 Jason Hunter & Brett McLaughlin.

All rights reserved.

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

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

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the disclaimer that follows these conditions in the documentation and/or other materials provided with the distribution.

3. The name "JDOM" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact .

4. Products derived from this software may not be called "JDOM", nor

may "JDOM" appear in their name, without prior written permission from the JDOM Project Management .

In addition, we request (but do not require) that you include in the end-user documentation provided with the redistribution and/or in the software itself an acknowledgement equivalent to the following:

"This product includes software developed by the  
JDOM Project (<http://www.jdom.org/>)."

Alternatively, the acknowledgment may be graphical using the logos available at <http://www.jdom.org/images/logos>.

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

This software consists of voluntary contributions made by many

individuals on behalf of the JDOM Project and was originally  
created by Jason Hunter and  
Brett McLaughlin . For more information  
on the JDOM Project, please see .

## JTA 1.0.1B

Sun Microsystems, Inc. Binary Code License Agreement READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. LICENSE TO USE. Sun grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid.

2. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. Licensee acknowledges that Licensed Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement.

3. LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software.

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

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

6. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Upon Termination, you must destroy all copies of Software.

7. Export Regulations. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you

have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you. 8. U.S. Government Restricted Rights. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions). 9. Governing Law. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. 10. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate. 11. Integration. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party. JAVA(TM) INTERFACE CLASSES JAVA TRANSACTION API (JTA), VERSION 1.0.1B, MAINTENANCE RELEASE SUPPLEMENTAL LICENSE TERMS These supplemental license terms ("Supplemental Terms") add to or modify the terms of the Binary Code License Agreement (collectively, the "Agreement"). Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Agreement, or in any license contained within the Software. 1. Software Internal Use and Development License Grant. Subject to the terms and conditions of this Agreement, including, but not limited to Section 3 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce internally and use internally the binary form of the Software, complete and unmodified, for the sole purpose of designing, developing and testing your Java applets and applications ("Programs"). 2. License to Distribute Software. In addition to the license granted in Section 1 (Software Internal Use and Development License Grant) of these Supplemental Terms, subject to the terms and conditions of this Agreement, including but not limited to Section 3 (Java Technology Restrictions), Sun grants you a non-exclusive, non-transferable, limited license to reproduce and distribute the Software in binary form only, provided that you (i) distribute the Software complete and unmodified and only bundled as part of your Programs, (ii) do not distribute additional software intended to replace any component(s) of the Software, (iii) do not remove or alter any proprietary legends or notices contained in the Software, (iv) only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and (v) agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software. 3. Java Technology Restrictions. You may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the

event that you create an additional class and associated API(s) which (i) extends the functionality of the Java Platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers. You may not create, or authorize your licensees to create additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation. 4. Trademarks and Logos. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use you make of the Sun Marks inures to Sun's benefit. 5. Source Code. Software may contain source code that is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement. 6. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. For inquiries please contact: Sun Microsystems, Inc. 4150 Network Circle, Santa Clara, California 95054.  
(LFI#121049/Form ID#011801)

## JWSDP 1.3

Note the redistributable components are listed in the release notes (the license listed below is not applicable to the components we ship, however it is also attached below) Java(TM) Web Services Developer Pack 1.3 Java(TM) Web Services Developer Pack 1.3 Release Notes Printable Page JAVATM WEB SERVICES DEVELOPER PACK 1.3 RELEASE NOTES Contents Supported Platforms Redistributable Components Nonredistributable Components Environment Variables Modifying Tomcat's and Xindice's Default Host and Port Settings Modifying the Default Logging Level Uninstalling Java WSDP 1.3 Known Issues The JavaTM Web Services Developer Pack (Java WSDP) is an all-in-one download containing key technologies to simplify building of Web services using the Java 2 Platform. For release notes for these technologies see: WS-I Sample Application 1.0 FCS Release Notes JSF 1.0 EA4 Release Notes XML and Web Services Security 1.0 EA2 JAXB 1.0.2 FCS Release Notes SAAJ 1.2 FCS Release Notes JAXP 1.2.4 FCS Release Notes JAXR 1.0.5 FCS JAX-RPC 1.1 FCS Release Notes JSTL 1.1 EA Release Notes Apache Tomcat 5 EA Release Notes Registry Server 1.0\_06 FCS Release Notes Supported Platforms This release of the Java WSDP has been tested in various configurations with J2SE SDK versions 1.4.1\_xx and 1.4.2\_xx on the following platforms: SolarisTM 8 Operating System Solaris 9 Operating System Windows 2000 Professional Edition Windows XP Professional Edition RedHat Linux 8.0 Redistributable Components Redistribution of the entire Java WSDP is subject to this license. The following Java WSDP components are individually redistributable. Redistribution of a component entails the redistribution of all files comprising the component and any dependent components. Redistributable Component Files JAXP jaxp-api.jar, dom.jar, sax.jar, xalan.jar, xercesImpl.jar, xsltc.jar JAXB \* JAXB JAR files (jaxb-api.jar, jaxb-impl.jar, jaxb-libs.jar, jaxb-xjc.jar), JAXP 1.1 or higher JAR files (jaxp-api.jar, sax.jar, dom.jar, xalan.jar), JWSDP Shared JAR files (jax-qname.jar, namespace.jar, xsdlib.jar, relaxngDatatype.jar) JAX-RPC jaxrpc-api.jar, jaxrpc-impl.jar, jaxrpc-spi.jar, relaxngDatatype.jar, xsdlib.jar, JAXP, SAAJ, jcrt.jar, jnet.jar, jsse.jar SAAJ saaj-api.jar, saaj-impl.jar, jaxp-api.jar, dom.jar, sax.jar, xalan.jar, xercesImpl.jar, activation.jar, mail.jar, servlet.jar JAXR jaxr-api.jar, jaxr-impl.jar, jaxb-api.jar, jaxb-impl.jar, jaxb-libs.jar, saaj-api.jar, saaj-impl.jar, jaxp-api.jar, dom.jar, sax.jar, xercesImpl.jar, activation.jar, jaas.jar, mail.jar, namespace.jar, relaxngDatatype.jar, xsdlib.jar \* If the application will not be doing any compilation at runtime, the jaxb-xjc.jar file does not need to be redistributed with the application. Nonredistributable Components The following Java WSDP components are not redistributable. These components can only be used for designing, developing, and testing purposes. Note: EA components are never redistributable; FCS components usually are, but there are some exceptions which are noted in the table that follows. Nonredistributable Component Files Registry Server registry-server.war, xindice.jar Java XML & Web Services Security all JSF all JSTL all WS-I Sample Application all Tomcat all Environment Variables The JAVA\_HOME environment variable is set to point to the version of the J2SE SDK you specify during installation. If you change your J2SE SDK installation, you will need to edit your jwsdp-sharedinsetenv.bat batch file or /jwsdp-shared/bin/setenv.sh and reset the JAVA\_HOME environment variable. All other custom system properties can be set in the file /conf/jwsdp.properties as follows: http.proxyHost=webcache http.proxyPort=8080 You can override any of the properties in your file /conf/jwsdp.properties by using the -D... argument to any of the start scripts. For example, Unix: catalina.sh -Dhttp.proxyHost=webcache -Dhttp.proxyPort=8080 Microsoft Windows: catalina -Dhttp.proxyHost=webcache -Dhttp.proxyPort=8080 Modifying Tomcat's and Xindice's Default Host and Port Settings By default, Tomcat uses port 8080. There may be times when you need to change this setting. To start Tomcat

on a nonstandard port, edit the following portion of the /conf/server.xml file, changing the default "8080" value (shown in bold below) to the new port number: --> To change the host and port that the JWSDP Registry Server uses to connect to Xindice, edit the following properties in the /jwsdp-shared/bin/launcher.xml file and uncomment them. The host and port must be the same as the Tomcat host and port. Modifying Tomcat's Default Logging Level The Java WSDP supports the Jakarta Commons Logging API. By default, the logging level for the technologies in the Java WSDP is set to warn. The following levels are available, in ascending order of granularity: fatal error warn info debug trace You can change the default level of logging for Tomcat. For example, to change the default level to debug, specify the following properties in your /conf/jwsdp.properties file.

org.apache.commons.logging.Log=org.apache.commons.logging.impl.SimpleLog  
org.apache.commons.logging.simplelog.defaultlog=debug Logging output appears in the file /logs/jwsdp\_log..txt. You can set the logging level for more than one logger by specifying additional properties. If applicable, see the release notes for individual technologies to learn how to set the logging level for each technology. The default logger, SimpleLog, assumes that logger names are hierarchical. To set a default log level for all the technologies with package names beginning with com.sun.xml, you can say: org.apache.commons.logging.log.com.sun.xml=info You could add another system property definition to specify logging for Tomcat classes. For example, use org.apache.commons.logging.log.org.apache.commons.digester=warn to receive only warnings from the Digester module that Tomcat uses to parse web.xml files. For more information about configuring logging, see the Jakarta Commons Logging API documentation. In particular, refer to the Package Description. Uninstalling Java WSDP 1.3 At some point, you may need to uninstall Java WSDP 1.3: On Microsoft Windows, select Start --> Programs --> Java(TM) Web Services Developer Pack 1.3 --> Uninstall. On Solaris and Linux, run the /uninstall.sh script. Known Issues Overriding the J2SE SDK 1.4.x JAXP Endorsed Classes For standalone Java applications to work with the Java WSDP, the JAXP classes built into JDK 1.4.x must be overridden. Overriding these classes is not necessary in order to run the bundled Tomcat server or the sample applications, since the provided scripts set the java.endorsed.dirs property. For JDK 1.4.x users, set the java.endorsed.dirs system property to: /jaxp/lib/endorsed Alternatively, create the directory: /jre/lib/endorsed and then copy the files in the /jaxp/lib/endorsed directory to the newly created directory. Note: If you are using a version of the J2SE SDK earlier than 1.4.2 on Windows, note that the JRE is installed in two places: under your J2SE SDK directory and under the C:Program Files\jre directory. If you copy the files in the /jaxp/lib/endorsed directory, make sure that you copy the JAXP JAR files into the jre\lib\endorsed directory in the directory structure from which you run java.exe. If you do not, the JAXP JAR files will not be found. Installer Doesn't Start Browser and Display Getting Started Page on Solaris On systems running the Sun Solaris operating system, when you click the View Getting Started button at the end of the Java WSDP installation, nothing happens if your Netscape browser isn't up and running. No error message is displayed. If you subsequently start your Netscape browser and click the button again, the Getting Started page is displayed. On systems running Microsoft Windows, the default browser is started if it is not already running. Trouble Creating a RemoteHostValve on a Local Machine with Admintool on Windows 2000 When you run Admintool in a browser locally (on the machine running the Java WSDP server), you cannot create a RemoteHostValve. You will get a validation error indicating that the admin's host name must be included even if you include both localhost and the actual

host name in the "Allow these Hosts" field. However, if you run the Admintool in a browser from a remote system, this problem does not occur. This problem only occurs on systems running Windows 2000. Using the Java WSDP Registry Server with the S1AS Server To use applications that require UDDI v.2 functionality on the S1AS server, you should run the Java WSDP Registry Server from the Java WSDP by executing the /bin/startup.sh script (Solaris, Linux) or click on the Start menu and select Programs --> Java(TM) Web Services Developer Pack 1.3 --> Start Tomcat (Windows). The Java WSDP Registry Server is a Web application that is automatically started by the Tomcat container when the Java WSDP is running. S1AS7 applications can then reference the UDDI functionality in the Java WSDP Registry Server by using an endpoint of <http://localhost:8080/RegistryServer>. Note: Java WSDP 1.3 allows the default Tomcat host and port settings to be modified. In fact, applications running on the J2EE 1.4 Application Server must use a different endpoint to avoid a port conflict. See [Modifying Tomcat's and Xindice's Default Host and Port Settings](#) for information about modifying the appropriate properties. Using the Java WSDP Registry Server with J2SE SDK v1.3.1 The Java WSDP Registry Server sometimes returns incorrect search results for searches on the J2SE SDK v1.3.1. The Java WSDP Registry Server should not be used on the J2SE SDK, v1.3.1. The Java WSDP Registry Server returns correct results on the J2SE SDK, v1.4.x. Sun ONE Application Server 7 Version Required by the jwsdponsunone Integration Script The Java WSDP 1.3 components can be used with the Sun ONE Application Server 7, Standard Edition Update 1, Evaluation only version (with Sun ONE Studio 5, Standard Edition bundled). The jwsdponsunone integration script does not work with any other evaluation bundles. You can get these bundles for Windows 2000/XP and Linux on the [http://wwws.sun.com/software/products/appsvr/appsvr\\_download.html](http://wwws.sun.com/software/products/appsvr/appsvr_download.html) page. For Solaris, you must get the bundle from this page saaj-simple and saaj-book Samples May Fail If Proxy Is Set If you start Tomcat with the HTTP Proxy host and port set, the saaj-simple and saaj-book examples will fail with the following error message only if the first time you attempt to run them, you do so from a browser on a different machine. Invalid Content-Type. Could be an error message instead of a SOAP message How your proxy server is configured determines whether or not this problem may occur. If you see this problem, edit the /jwsdp-1.3/jwsdp-shared/jwsdp.properties file and comment out the line that sets the host and port for the proxy server. Please send feedback on this Java WSDP release to [jwsdp-feedback@sun.com](mailto:jwsdp-feedback@sun.com). License for JWSDP 1.3: JAVA(TM) WEB SERVICES DEVELOPER PACK, VERSION 1.3 Sun Microsystems Inc. Software License Agreement SUN IS WILLING TO LICENSE THE ACCOMPANYING BINARY SOFTWARE IN MACHINE- READABLE FORM, TOGETHER WITH ACCOMPANYING DOCUMENTATION (COLLECTIVELY "SOFTWARE") TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITION CONTAINED IN THIS SOFTWARE LICENSE AGREEMENT. READ THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS SOFTWARE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS SOFTWARE LICENSE AGREEMENT. LICENSE TO EVALUATE EA SOFTWARE: The Binary Code License

Agreement ("BCL") and the Evaluation Terms ("Evaluation Terms") below shall apply to the portions of the Software identified as Early Access in the Software's Release Notes . The BCL and the Evaluation Terms shall collectively be referred to as the Evaluation Agreement ("Evaluation Agreement"). LICENSE TO USE FCS SOFTWARE: The BCL and the Supplemental Terms ("Supplemental Terms") provided following the BCL shall apply to portions of the Software identified as FCS Software in the Software's Release Notes . BCL and the Supplemental Terms shall collectively be referred to as the Agreement ("Agreement"). EVALUATION TERMS The terms of the Evaluation Agreement shall apply to portions of Software identified as Early Access in the Software's Release Notes. These Evaluation Terms add to or modify the terms of the BCL. Capitalized terms not defined in these Evaluation Terms shall have the same meanings ascribed to them in the BCL. These Evaluation Terms shall supersede any inconsistent or conflicting terms in the BCL below, or in any license contained within the Software. I. LICENSE TO EVALUATE. Sun grants to you, a non-exclusive, non-transferable, royalty-free and limited license to use one (1) copy of the Software internally for the purposes of evaluation only for sixty (60) days after the date you download the Software from Sun ("Evaluation Period"). No license is granted to you for any other purpose. You may not sell, rent, loan or otherwise encumber or transfer the Software in whole or in part, to any third party. Licensee shall have no right to use the Software for productive or commercial use. II. DUTIES. You agree to evaluate and test the Software for use in your software environment and provide feedback to Sun in a manner reasonably requested by Sun. Any and all test results, error data, reports or other information, feedback or materials made or provided by you relating to Software (collectively, "Feedback") is the exclusive property of Sun and you hereby assigns all Feedback to Sun at no cost to Sun. Sun may use such Feedback in any manner and for any purpose, without limitation, liability or obligation to you. III. CONFIDENTIAL INFORMATION. For purposes of the Evaluation Agreement, "Confidential Information" means: (i) business and technical information and any source code or binary code, which Sun discloses to Licensee related to Software; (ii) Licensee's feedback based on Software; and (iii) the terms, conditions, and existence of this Agreement. Licensee may not disclose or use Confidential Information, except for the purposes specified in this Agreement. You will protect the Confidential Information with the same degree of care, but not less than a reasonable degree of care, as Licensee uses to protect its own Confidential Information. You must restrict access to Confidential Information to your employees or contractors with a need for access to perform their employment or contractual obligations and who have agreed in writing to be bound by a confidentiality obligation, which incorporates the protections and restrictions substantially as set forth in this Agreement. Your obligations regarding Confidential Information will expire no less than five (5) years from the date of receipt of the Confidential Information, except for Sun source code which will be protected in perpetuity. You agree that Software contains Sun trade secrets. Notwithstanding any provisions contained in this Agreement concerning nondisclosure and non-use of the Confidential Information, the nondisclosure obligations of this section will not apply to any portion of Confidential Information that you can demonstrate in writing is: (i) now, or hereafter through no act or failure to act on the part of you becomes, generally known to the public; (ii) known to you at the time of receiving the Confidential Information without an obligation of confidentiality; (iii) hereafter rightfully furnished to you by a third party without restriction on disclosure; or (iv) independently developed by you without any use of the Confidential Information. IV. TERMINATION AND/OR EXPIRATION. Upon expiration of the Evaluation Period, unless terminated earlier by Sun,

you agree to immediately cease use of and destroy Software. Rights and obligations under this Agreement which by their nature should survive, will remain in effect after termination or expiration hereof. V. NO SUPPORT. Sun is under no obligation to support Software or to provide upgrades or error corrections ("Software Updates") to the Software. If Sun, at its sole option, supplies Software Updates to you, the Software Updates will be considered part of Software, and subject to the terms of this Agreement. VI. LIMITATION OF LIABILITY. Licensee acknowledges that the Software may be experimental and that the Software may have defects or deficiencies, which cannot or will not be corrected by Sun. Licensee will hold Sun harmless from any claims based on Licensee's use of the Software for any purposes other than those of internal evaluation, and from any claims that later versions or releases of any Software furnished to Licensee are incompatible with the Software provided to Licensee under this Agreement. VII. NO SUPPLEMENTAL TERMS. The Supplemental Terms following the BCL do not apply to the Evaluation Agreement. Portions of Software identified as Early Access in the Software's Release Notes may not be redistributed even if identified as Redistributable in the Software's Release Notes. VIII. Trademarks and Logos. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use you make of the Sun Marks inures to Sun's benefit. IX. Source Code. Software may contain source code that is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement. X. Third Party Licenses. Additional copyright notices and license terms applicable to portions of the software are set forth in the THIRDPARTYLICENSEREADME file. XI. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. Sun Microsystems, Inc. Binary Code License Agreement READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT. 1. LICENSE TO USE. Sun grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid. 2. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. Licensee acknowledges that Licensed Software is not designed or intended for use in the design, construction, operation or maintenance of

any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement. 3. LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software. 4. DISCLAIMER OF WARRANTY. UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. 5. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. 6. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Upon Termination, you must destroy all copies of Software. 7. Export Regulations. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you. 8. U.S. Government Restricted Rights. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions). 9. Governing Law. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. 10. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate. 11. Integration. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party. SUPPLEMENTAL LICENSE TERMS These supplemental license terms ("Supplemental Terms") add to or modify the terms

of the Binary Code License Agreement (collectively, the "Agreement"). Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Agreement, or in any license contained within the Software. A. Software Internal Use and Development License Grant. Subject to the terms and conditions of this Agreement, including, but not limited to Section C (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce internally and use internally the binary form of the Software complete and unmodified for the purposes of designing, developing, testing, and running your Java applets and applications intended to run on the Java platform ("Programs"), except for certain files identified in the Software "Release Notes" file which may only be used for the purposes of designing, developing, and testing Programs. B. License to Distribute Software. Subject to the terms and conditions of this Agreement, including but not limited to Section C (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce and distribute the Software in binary code form only, provided that you (i) distribute the Software complete and unmodified and only bundled as part of your Programs, (ii) do not distribute additional software intended to replace any portion of the Software, (iii) do not remove or alter any proprietary legends or notices contained in the Software, (iv) only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, (v) agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software, and (vi) include the following statement as part of product documentation (whether hard copy or electronic), as a part of a copyright page or proprietary rights notice page, in an "About" box or in any other form reasonably designed to make the statement visible to users of the Software: "This product includes code licensed from RSA Data Security". C. License to Distribute Redistributables. Subject to the terms and conditions of this Agreement, including but not limited to Section 4 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license to reproduce and distribute those components specifically identified as redistributable in the Software "Release Notes" file ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified (unless otherwise specified in the applicable Release Notes file), and only bundled as part of your Programs, (ii) you do not distribute additional software intended to supersede any portion of the Redistributables, (iii) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (iv) you only distribute the Redistributables pursuant to a license agreement that protects Sun's interests consistent with the terms contained in the Agreement, (v) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software, and (vi) if you distribute the Java Secure Socket Extension package, include the following statement as part of product documentation (whether hard copy or electronic), as a part of a copyright page or proprietary rights notice page, in an "About" box or in any other form reasonably designed to make the statement visible to users of the Software: "This product includes

code licensed from RSA Data Security". D. Java Technology Restrictions. You may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that you create an additional class and associated API(s) which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers. You may not create, or authorize your licensees to create, additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation. E. Java Runtime Availability. Refer to the appropriate version of the Java Runtime Environment binary code license (currently located at <http://www.java.sun.com/jdk/index.html>) for the availability of runtime code which may be distributed with Java applets and applications. F. Trademarks and Logos. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use you make of the Sun Marks inures to Sun's benefit. G. Source Code. Software may contain source code that is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement. H. Third Party Licenses. Additional copyright notices and license terms applicable to portions of the software are set forth in the THIRDPARTYLICENSEREADME file. I. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. For inquiries please contact: Sun Microsystems, Inc. 4150 Network Circle, Santa Clara, California 95054.

## MD5 Message Digest Algorithm

Portions of this product include the RSA Data Security, Inc. MD5 Message-Digest Algorithm. The RSA Data Security software is distributed in accordance with the following license agreement.

```
/* MD5.H - header file for MD5C.C
```

```
*/
```

```
/* Copyright (C) 1991-2, RSA Data Security, Inc. Created 1991. All
rights reserved.
```

License to copy and use this software is granted provided that it is identified as the "RSA Data Security, Inc. MD5 Message-Digest Algorithm" in all material mentioning or referencing this software or this function.

License is also granted to make and use derivative works provided that such works are identified as "derived from the RSA Data Security, Inc. MD5 Message-Digest Algorithm" in all material mentioning or referencing the derived work.

RSA Data Security, Inc. makes no representations concerning either the merchantability of this software or the suitability of this software for any particular purpose. It is provided "as is" without express or implied warranty of any kind.

Rivest

[Page 8]

RFC 1321

MD5 Message-Digest Algorithm

April 1992

These notices must be retained in any copies of any part of this  
documentation and/or software.

\*/

## Microsoft Detours 2.1

**Microsoft Visual C 2005 SP1 Redistributable Package (IA64)  
8.0.50727.762**

Full Text of the License agreement: END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE IMPORTANT' READ CAREFULLY: This End-User License Agreement ('EULA') is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation ('Microsoft') for the Microsoft software that accompanies this EULA, which includes computer software and may include associated media, printed materials, 'online' or electronic documentation, and Internet-based services ('Software'). An amendment or addendum to this EULA may accompany the Software. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE (IF APPLICABLE) FOR A FULL REFUND. MICROSOFT Software LICENSE 1. GRANTS OF LICENSE. Microsoft grants you the rights described in this EULA provided that you comply with all terms and conditions of this EULA. NOTE: Microsoft is not licensing to you any rights with respect to Crystal Reports for Microsoft Visual Studio .NET; your use of Crystal Reports for Microsoft Visual Studio .NET is subject to your acceptance of the terms and conditions of the enclosed (hard copy) end user license agreement from Crystal Decisions for that product. 1.1 General License Grant. Microsoft grants to you as an individual, a personal, nonexclusive license to use the Software, and to make and use copies of the Software for the purposes of designing, developing, testing, and demonstrating your software product(s), provided that you are the only individual using the Software. If you are an entity, Microsoft grants to you a personal, nonexclusive license to use the Software, and to make and use copies of the Software, provided that for each individual using the Software within your organization, you have acquired a separate and valid license for each such individual. 1.2 Documentation. You may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises. 1.3 Web Stress Functionality/ACT Tool. If included with the edition of the Software you have acquired with this EULA, then as provided in the corresponding Software documentation, you have the ability to use the component of the Software identified as the Application Center Test ('ACT Tool') to perform stress tests against websites in its default mode (which is to honor any 'robots.txt' files it may encounter) or to set the ACT Tool to not honor any 'robots.txt' files it may encounter when performing its stress tests. The use of the ACT Tool by you in the non-default mode is entirely your responsibility and at your sole risk. Before you use the ACT Tool with any third party property, you should consult with such third party or the agreement governing the use of such property to determine whether or not such use is permitted. 1.4 Storage/Network Use. You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by licensed end users in accordance with Section 1.1. A single license for the Software may not be shared or used concurrently by multiple end users. 1.5 Visual Studio'Effect of EULA. As a suite of development tools and other Microsoft software programs (each such tool or software program, a 'Component'), Components that you receive as part of the Software (including Microsoft server software or other development tools) may include a separate end-user license agreement (each, a 'Component EULA'). Except as provided in Section 6 ('Prerelease Code'), in the event of inconsistencies between this EULA and any Component EULA, the terms of this EULA shall control. The Software may also contain third'party software programs. Any such software is provided for your use as a convenience and your use is subject to the terms and conditions of any license agreement contained in that

software. 2. ADDITIONAL LICENSE RIGHTS -- REDISTRIBUTABLE CODE. In addition to the rights granted in Section 1, certain portions of the Software, as described in this Section 2, are provided to you with additional license rights. These additional license rights are conditioned upon your compliance with the distribution requirements and license limitations described in Section 3. 2.1 Sample Code. Microsoft grants you a limited, nonexclusive, royalty-free license to: (a) use and modify the source code version of those portions of the Software identified as 'Samples' in REDIST.TXT or elsewhere in the Software ('Sample Code') for the sole purposes of designing, developing, and testing your software product(s), and (b) reproduce and distribute the Sample Code, along with any modifications thereof, in object and/or source code form. For applicable redistribution requirements for Sample Code, see Section 3.1 below. 2.2 Redistributable Code'General. Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the object code form of any portion of the Software listed in REDIST.TXT ('Redistributable Code'). For general redistribution requirements for Redistributable Code, see Section 3.1 below. 2.3 Redistributable Code'Microsoft Merge Modules ('MSM'). Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the content of MSM file(s) listed in REDIST.TXT in the manner described in the Software documentation only so long as you redistribute such content in its entirety and do not modify such content in any way. For all other applicable redistribution requirements for MSM files, see Section 3.1 below. 2.4 Redistributable Code'Microsoft Foundation Classes (MFC), Active Template Libraries (ATL), and C runtimes (CRTs). In addition to the rights granted in Section 1, Microsoft grants you a license to use and modify the source code version of those portions of the Software that are identified as MFC, ATL, or CRTs (collectively, the 'VC Redistributables'), for the sole purposes of designing, developing, and testing your software product(s). Provided you comply with Section 3.1 and you rename any files created by you that are included in the Licensee Software (defined below), Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the object code version of the VC Redistributables, including any modifications you make. For purposes of this section, 'modifications' shall mean enhancements to the functionality of the VC Redistributables. For all other applicable redistribution requirements for VC Redistributables, see Section 3.1 below. 3. DISTRIBUTION REQUIREMENTS AND OTHER LICENSE RIGHTS AND LIMITATIONS. If you choose to exercise your rights under Section 2, any redistribution by you is subject to your compliance with Section 3.1; some of the Redistributable Code has additional limited use rights described in Section 3.2. 3.1 General Distribution Requirements. (a) If you choose to redistribute Sample Code, Redistributable Code, or 'Server Redistributable Code' portions of the SDK Software (as defined in Section 4.2(b)) (collectively, the 'Redistributables') as described in Section 2, you agree: (i) except as otherwise noted in Section 2.1 (Sample Code), to distribute the Redistributables only in object code form and in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables ('Licensee Software'); (ii) that the Redistributables only operate in conjunction with Microsoft Windows platforms; (iii) that if the Licensee Software is distributed beyond Licensee's premises or externally from Licensee's organization, to distribute the Licensee Software containing the Redistributables pursuant to an end user license agreement (which may be 'break-the-seal', 'click-wrap' or signed), with terms no less protective than those contained in this EULA; (iv) not to use Microsoft's name, logo, or trademarks to market the Licensee Software; (v) to display your own valid copyright notice which shall be sufficient to protect Microsoft's copyright in the Software; (vi) not to remove or

obscure any copyright, trademark or patent notices that appear on the Software as delivered to you; (vii) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Licensee Software; (viii) to otherwise comply with the terms of this EULA; and (ix) agree that Microsoft reserves all rights not expressly granted. You also agree not to permit further distribution of the Redistributables by your end users except you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with and as part of the Licensee Software, you comply with all other terms of this EULA, and your distributors comply with all restrictions of this EULA that are applicable to you. (b) If you use the Redistributables, or any portion thereof (referred to in this paragraph as the 'Licensed Software'), then in addition to your compliance with the applicable distribution requirements described for the Licensed Software, the following also applies. Your license rights to the Redistributables are conditioned upon your not (i) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (ii) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An 'Excluded License' is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (x) disclosed or distributed in source code form; (y) licensed for the purpose of making derivative works; or (z) redistributable at no charge. 3.2 Additional Distribution Requirements for Certain Redistributable Code. If you choose to redistribute the files discussed in this Section, then in addition to the terms of Section 3.1, you must ALSO comply with the following. (a) Microsoft SQL Server Desktop Engine ('MSDE'). If you redistribute MSDE you agree to comply with the following additional requirements: (a) Licensee Software shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless Licensee Software requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a 'general purpose' product. (b) Microsoft Data Access Components. If you redistribute the Microsoft Data Access Component file identified as MDAC\_TYP.EXE, you also agree to redistribute such file in object code only in conjunction with and as a part of a Licensee Software developed by you with a Microsoft development tool product that adds significant and primary functionality to MDAC\_TYP.EXE. 4. MICROSOFT SERVER COMPONENTS FOR DEVELOPMENT USE. The Software may include certain of Microsoft Server software (collectively, the 'Server Components'), provided for your use solely in conjunction with the design, development, testing, and demonstration of software products created by you; the Server Components may not be used in a production environment. Your use of the Server Components is subject to the terms and conditions of this EULA, the terms of

which supercede those of any end user license agreements contained in the Server Components. Notwithstanding any other provision in this EULA, this EULA does not grant a license, under any Microsoft intellectual property, to implement any functionality contained in the Server Software (including without limitation communication protocols used by the Server Software) in any software installed on a Device accessing or utilizing the Server Software. 4.1 Installation and Grant of License. The Server Components consist of software programs that provide services or functionality on your server ('Server Software'); your computers capable of running the Server Software are 'Servers') and software programs that allow a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, or other electronic device ('Device') to access or use the Server Software. (a) Server Software. Solely for purposes of designing, developing, testing, and demonstrating your software product(s), you may make, use and install the Server Software for any individual Server Component on any number of Servers. All portions of any one Server Component, however, may only be installed and used on one and the same Server. Processor Limits. The Server Software for may be used by no more than four (4) processors of the Server at any one time. (b) Device Software. You may make, use and install the Device Software on any number of Devices for use by others, provided that such use is solely in conjunction with the design, development and testing of software programs created by you that operate in conjunction with the Server Software. 4.2 Other Rights and Restrictions Regarding Use of Windows Server 2003. The following provisions apply solely to your use of the Windows Server 2003 software provided with the Software. (a) Mandatory Activation. To reduce software piracy, Microsoft requires the Server Software to be activated. Microsoft will not collect any personally identifiable information from your Server during the activation process without your consent. Activation of your copy of the Server Software in the manner described during its setup sequence is required; otherwise, the license rights granted under this EULA are limited to the first thirty (30) days after you first install the Server Software. You may activate the Server Software through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Server Software if you modify your computer hardware or alter the Software. If you choose Internet activation, the Server Software will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software. You agree to allow the Server Software to conduct this authentication process. If you have an unlicensed copy of the Server Software, you are not allowed to install the Server Software or future Server Software updates. Additional information about activation is available online at the Microsoft support site. (b) Other Licenses. Your use of software applications installed on the Server, accessed through the Server, or providing application-sharing functionality may require additional licenses. Please consult the license agreement accompanying such software. (c) Component Data Storage. The Server Software contains components that use the MSDE data storage technology. All copies and instances of MSDE contained in or installed by the Server Software components may be used only by those Server Software components. Any such copy or instance of MSDE contained in the Server Software may not be accessed or used for any other purpose, i.e., the Server Software version of MSDE may not be used for development purposes. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled. (d) Automatic Internet-Based Services. The Server Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically,

without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. Microsoft does not obtain personally identifiable information through any of these features. For more information about these features, please see your Server Software documentation or the Microsoft online support site. (i) Windows Update Features. Under the Server Software's default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update's automatic driver checking feature. (ii) Web Content Features. Under the Server Software's default configuration, if you are connected to the Internet, several features of the Server Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center. (iii) Digital Certificates. Use of certificates based on the X.509 standard is an important security feature of the Server Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Server Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Server Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access. (iv) Windows Media Digital Rights Management. Content providers are using the digital rights management technology for Windows Media contained in this Server Software ('WM-DRM') to protect the integrity of their content ('Secure Content') so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Server Software and third party applications such as media players use WM-DRM to play Secure Content ('WM-DRM Software'). If the WM-DRM Software's security has been compromised, owners of Secure Content ('Secure Content Owners') may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Server Software ('WM-DRM Upgrades') before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft

will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer. (v) Windows Media Player. Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player). (vi) Notice Regarding MPEG-4 Visual Decoders for Windows Media Player. USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice. 4.3 Use of Redistributable Software ('SDK Software'). If included as part of a Server Component, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software that accompanies the corresponding SDK Software ('Applications'). You may modify the Sample Code (identified in the 'samples' directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. Provided that you comply with the terms of Section 3.1 above, Microsoft grants you a limited, nonexclusive, royalty-free right to reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, 'modifications' shall mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as 'redistributable' (collectively, the 'Server Redistributable Code'). 5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS 5.1 Separation of Components. The Software is licensed as a single product. Its component parts may not be separated for use by more than one user. 5.2 Benchmark Testing. You may not disclose the results of any benchmark test of the .NET Framework or SQL Server component or of the Software to any third party without Microsoft's prior written approval. 6. PRERELEASE CODE. Portions of the Software may be identified as prerelease code ('Prerelease Code'). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease Code may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the Prerelease Code commercially available. The grant of license to use Prerelease Code expires upon availability of a commercial release of the Prerelease Code from Microsoft. NOTE: In the event that Prerelease Code contains a separate end-user license agreement, the terms and conditions of such end-user license agreement shall govern your use of the corresponding Prerelease Code. 7. RESERVATION OF RIGHTS AND OWNERSHIP. Microsoft reserves all rights not expressly granted to you in this EULA. The Software is

protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. 8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. 9. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide commercial hosting services with the Software. 10. CONSENT TO USE OF DATA. You agree that Microsoft and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you. 11. LINKS TO THIRD PARTY SITES. You may link to third party sites through the use of the Software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site. 12. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software. 13. UPGRADES/DOWNGRADES 13.1 Upgrades. To use a version of the Software identified as an upgrade, you must first be licensed for the software identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the software that formed the basis for your upgrade eligibility. 13.2 Downgrades. Instead of installing and using the Software, you may install and use copies of an earlier version of the Software, provided that you completely remove such earlier version and install the current version of the Software within a reasonable time. Your use of such earlier version shall be governed by this EULA, and your rights to use such earlier version shall terminate when you install the Software. 13.3 Special Terms for Version 2003 Upgrade Editions of the Software. If the Software accompanying this EULA is the version 2003 edition of the Software and you have acquired it as an upgrade from the corresponding '2002' edition of the Microsoft software product with the same product name as the Software (the 'Qualifying Software'), then Section 13.1 does not apply to you. Instead, you may continue to use the Qualifying Software AND the version 2003 upgrade for so long as you continue to comply with the terms of this EULA and the EULA governing your use of the Qualifying Software. Qualifying Software does not include non-Microsoft software products. 14. NOT FOR RESALE SOFTWARE. Software identified as 'Not For Resale' or 'NFR,' may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation. 15. ACADEMIC EDITION SOFTWARE. To use Software identified as 'Academic Edition' or 'AE,' you must be a 'Qualified Educational User.' For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country. 16. EXPORT RESTRICTIONS. You acknowledge that the

Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information see . 17. SOFTWARE TRANSFER. The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades (including any Qualifying Software as defined in Section 13.3), this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms. 18. TERMINATION. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts. 19. LIMITED WARRANTY FOR software ACQUIRED IN THE US AND CANADA. Except for the 'Licensed Software,' which is provided AS IS without warranty of any kind, Microsoft warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY'DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Microsoft, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet Microsoft's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 21 ('Exclusion of Incidental, Consequential and Certain Other Damages') are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. Microsoft's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software to Microsoft). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is

longer, and Microsoft will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Microsoft's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn. Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

**20. DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

**21. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the SOFTWARE, the provision of or failure to provide Support OR OTHER Services, information, software, and related CONTENT through the software or otherwise arising out of the use of the software, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract or breach of warranty of Microsoft or any supplier, and even if Microsoft or any supplier has been advised of the possibility of such damages.

**22. LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 19, 20, AND 21) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY

REMEDY FAILS ITS ESSENTIAL PURPOSE. 20. U.S. GOVERNMENT LICENSE RIGHTS. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with 'Restricted Rights' as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. 21. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply. 22. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitÃ©e suivante s'applique : GARANTIE LIMITÃ?E Sauf le Logiciel AutorisÃ© qui est fourni Â« comme telles, Â» Microsoft garantit que le Logiciel fonctionnera conformÃ©ment aux documents inclus pendant une pÃ©riode de 90 jours suivant la date de rÃ©ception. Si une garantie ou condition implicite est crÃ©Ã©e par votre Ãtat ou votre territoire et qu'une loi fÃ©dÃ©rale ou provinciale ou d'un Ãtat en interdit le dÃ©ni, vous jouissez Ã©galement d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÃ?FAUTS DÃ?COUVERTS DURANT LA PÃ?RIODE DE LA PRÃ?SENTE GARANTIE LIMITÃ?E (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÃ?FAUTS DÃ?COUVERTS APRÃ?S CETTE PÃ?RIODE DE QUATRE-VINGT-DIX JOURS. Certains Ã?tats ou territoires ne permettent pas de limiter la durÃ©e d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer Ã vous. Tous les supplÃ©ments ou toutes les mises Ã jour relatifs au Logiciel, notamment, les ensembles de services ou les rÃ©parations Ã chaud (le cas Ã©chÃ©ant) qui vous sont fournis aprÃ?s l'expiration de la pÃ©riode de quatre-vingt-dix jours de la garantie limitÃ©e ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi. LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES. Votre recours exclusif pour toute violation de la prÃ©sente garantie limitÃ©e est dÃ©crit ci-dessous. Sauf pour tout remboursement au choix de Microsoft, si le Logiciel ne respecte pas la garantie limitÃ©e de Microsoft et, dans la mesure maximale permise par les lois applicables, mÃªme si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT Ã AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS. Les termes de la clause Â«Exclusion des dommages accessoires, indirects et de certains autres dommages Â» sont Ã©galement intÃ©grÃ©es Ã la prÃ©sente garantie limitÃ©e. Certains Ã?tats ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou

l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un état à un autre. VOTRE RECOURS EXCLUSIF. La seule responsabilité et obligation de Microsoft et de ses fournisseurs et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou pour toute autre responsabilité relative au Logiciel seront, selon le choix de Microsoft exercé de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Logiciel à Microsoft). La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période initiale de la garantie ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l'extérieur des États-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft et vous adresser au Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, ou à la filiale de Microsoft de votre pays. DÉNI DE GARANTIES. La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) créées par une publicité, un document, un emballage ou une autre communication. SAUF EN CE QUI A TRAIT À LA GARANTIE LIMITÉE ET DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, LE LOGICIEL ET LES SERVICES DE SOUTIEN TECHNIQUE (LE CAS ÉCHÉANT) SONT FOURNIS TELS QUELS ET AVEC TOUS LES DÉFAUTS PAR MICROSOFT ET SES FOURNISSEURS, LESQUELS PAR LES PRÉSENTES DÉNIENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, NOTAMMENT, MAIS SANS LIMITATION, (LE CAS ÉCHÉANT) LES GARANTIES, DEVOIRS OU CONDITIONS IMPLICITES DE QUALITÉ MARCHANDE, D'ADAPTATION À UNE FIN PARTICULIÈRE, DE FIABILITÉ OU DE DISPOBILITÉ, D'EXACTITUDE OU D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉSULTATS, DES EFFORTS DÉPLOYÉS SELON LES RÈGLES DE L'ART, D'ABSENCE DE VIRUS ET D'ABSENCE DE NÉGLIGENCE, LE TOUT À L'ÉGARD DU LOGICIEL ET DE LA PRESTATION OU DE L'OMISSION DE LA PRESTATION DES SERVICES DE SOUTIEN TECHNIQUE OU À L'ÉGARD DE LA FOURNITURE OU DE L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTENT. AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAçon CONCERNANT LE LOGICIEL. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES

CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÃ?E, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÃ?GLIGENCE ET DE TOUTE AUTRE PERTE PÃ?CUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÃ?RE QUE CE SOIT Ã? L'UTILISATION DU LOGICIEL OU Ã? L'INCAPACITÃ? DE S'EN SERVIR, Ã? LA PRESTATION OU Ã? L'OMISSION DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU Ã? LA FOURNITURE OU Ã? L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTÉ GRÃ?CE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÃ?SENTE CONVENTION OU RELATIVEMENT Ã? UNE TELLE DISPOSITION, MÃ?ME EN CAS DE FAUTE, DE DÃ?LIT CIVIL (Y COMPRIS LA NÃ?GLIGENCE), DE RESPONSABILITÃ? STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÃ?ME SI MICROSOFT OU TOUT FOURNISSEUR A Ã?TÃ? AVISÃ? DE LA POSSIBILITÃ? DE TELS DOMMAGES. LIMITATION DE RESPONSABILITÃ? ET RECOURS. MALGRÃ? LES DOMMAGES QUE VOUS PUISSEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÃ?S ET TOUS LES DOMMAGES DIRECTS OU GÃ?NÃ?RAUX OU AUTRES), LA SEULE RESPONSABILITÃ? DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÃ?SENTE CONVENTION ET VOTRE RECOURS EXCLUSIF Ã? L'Ã?GARD DE TOUT CE QUI PRÃ?CÃ?DE (SAUF EN CE QUI CONCERNE TOUT RECOURS DE RÃ?PARATION OU DE REMPLACEMENT CHOISI PAR MICROSOFT Ã? L'Ã?GARD DE TOUT MANQUEMENT Ã? LA GARANTIE LIMITÃ?E) SE LIMITE AU PLUS Ã?LEVÃ? ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÃ?ELLEMENT PAYÃ? POUR LE LOGICIEL OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÃ?NIS QUI PRÃ?CÃ?DENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÃ?ME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL. Ã? moins que cela ne soit prohibÃ© par le droit local applicable, la prÃ?sente Convention est rÃ?gie par les lois de la province d'Ontario, Canada. Vous consentez Ã la compétence des tribunaux fédéraux et provinciaux siègeant à Toronto, dans la province d'Ontario. Au cas où vous auriez des questions concernant cette licence ou que vous désirez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez utiliser l'information contenue dans le Logiciel pour contacter la filiale de Microsoft desservant votre pays, ou visitez Microsoft sur le World Wide Web à <http://www.microsoft.com>. The following MICROSOFT GUARANTEE applies to you if you acquired this Software in any other country: Statutory rights not affected - The following guarantee is not restricted to any territory and does not affect any statutory rights that you may have from your reseller or from Microsoft if you acquired the Software directly from Microsoft. If you acquired the Software or any support services in Australia, New Zealand or Malaysia, please see the 'Consumer rights' section below. The guarantee - The Software is designed and offered as a general-purpose software, not for any user's particular purpose. You accept that no Software is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Microsoft guarantees that a) for a period of 90 days from the date of receipt of your license to use the Software or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and b) any support services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft and Microsoft support engineers will use reasonable

efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Microsoft will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services. Exclusion of All Other Terms - To the maximum extent permitted by applicable law and subject to the guarantee above, Microsoft disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Software and the written materials that accompany the Software. Any implied warranties that cannot be excluded are limited to 90 days or to the shortest period permitted by applicable law, whichever is greater. Limitation of Liability - To the maximum extent permitted by applicable law and except as provided in the Microsoft Guarantee, Microsoft and its suppliers shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if Microsoft has been advised of the possibility of such damages. In any case Microsoft's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws. Consumer rights - Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the Software in New Zealand for the purposes of a business, you confirm that the Consumer Guarantees Act does not apply. If you acquired the Software in Australia and if Microsoft breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Microsoft's liability is limited, at Microsoft's option, to: (i) in the case of the Software: a) repairing or replacing the Software; or b) the cost of such repair or replacement; and (ii) in the case of support services: a) re-supply of the services; or b) the cost of having the services supplied again. Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Software to contact the Microsoft subsidiary serving your country or visit Microsoft on the World Wide Web at <http://www.microsoft.com>

## **Microsoft Visual C 2005 SP1 Redistributable Package (x64) 8.0.50727.762**

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

**MICROSOFT Software LICENSE 1. GRANTS OF LICENSE.** Microsoft grants you the rights described in this EULA provided that you comply with all terms and conditions of this EULA. NOTE: Microsoft is not licensing to you any rights with respect to Crystal Reports for Microsoft Visual Studio .NET; your use of Crystal Reports for Microsoft Visual Studio .NET is subject to your acceptance of the terms and conditions of the enclosed (hard copy) end user license agreement from Crystal Decisions for that product.

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

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

**1.3 Web Stress Functionality/ACT Tool.** If included with the edition of the Software you have acquired with this EULA, then as provided in the corresponding Software documentation, you have the ability to use the component of the Software identified as the Application Center Test ('ACT Tool') to perform stress tests against websites in its default mode (which is to honor any 'robots.txt' files it may encounter) or to set the ACT Tool to not honor any 'robots.txt' files it may encounter when performing its stress tests. The use of the ACT Tool by you in the non-default mode is entirely your responsibility and at your sole risk. Before you use the ACT Tool with any third party property, you should consult with such third party or the agreement governing the use of such property to determine whether or not such use is permitted.

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

**1.5 Visual Studio'Effect of EULA.** As a suite of development tools and other Microsoft software programs (each such tool or software program, a 'Component'), Components that you receive as part of the Software (including Microsoft server software or other development tools) may include a separate end-user license agreement (each, a 'Component EULA'). Except as provided in Section 6 ('Prerelease Code'), in the event of inconsistencies between this EULA and any Component EULA, the terms of this EULA shall control. The Software may also contain third-party software programs. Any such software is provided for your use as a convenience and your use is subject to the terms and conditions of any license agreement contained in that

software. 2. ADDITIONAL LICENSE RIGHTS -- REDISTRIBUTABLE CODE. In addition to the rights granted in Section 1, certain portions of the Software, as described in this Section 2, are provided to you with additional license rights. These additional license rights are conditioned upon your compliance with the distribution requirements and license limitations described in Section 3. 2.1 Sample Code. Microsoft grants you a limited, nonexclusive, royalty-free license to: (a) use and modify the source code version of those portions of the Software identified as 'Samples' in REDIST.TXT or elsewhere in the Software ('Sample Code') for the sole purposes of designing, developing, and testing your software product(s), and (b) reproduce and distribute the Sample Code, along with any modifications thereof, in object and/or source code form. For applicable redistribution requirements for Sample Code, see Section 3.1 below. 2.2 Redistributable Code'General. Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the object code form of any portion of the Software listed in REDIST.TXT ('Redistributable Code'). For general redistribution requirements for Redistributable Code, see Section 3.1 below. 2.3 Redistributable Code'Microsoft Merge Modules ('MSM'). Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the content of MSM file(s) listed in REDIST.TXT in the manner described in the Software documentation only so long as you redistribute such content in its entirety and do not modify such content in any way. For all other applicable redistribution requirements for MSM files, see Section 3.1 below. 2.4 Redistributable Code'Microsoft Foundation Classes (MFC), Active Template Libraries (ATL), and C runtimes (CRTs). In addition to the rights granted in Section 1, Microsoft grants you a license to use and modify the source code version of those portions of the Software that are identified as MFC, ATL, or CRTs (collectively, the 'VC Redistributables'), for the sole purposes of designing, developing, and testing your software product(s). Provided you comply with Section 3.1 and you rename any files created by you that are included in the Licensee Software (defined below), Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the object code version of the VC Redistributables, including any modifications you make. For purposes of this section, 'modifications' shall mean enhancements to the functionality of the VC Redistributables. For all other applicable redistribution requirements for VC Redistributables, see Section 3.1 below. 3. DISTRIBUTION REQUIREMENTS AND OTHER LICENSE RIGHTS AND LIMITATIONS. If you choose to exercise your rights under Section 2, any redistribution by you is subject to your compliance with Section 3.1; some of the Redistributable Code has additional limited use rights described in Section 3.2. 3.1 General Distribution Requirements. (a) If you choose to redistribute Sample Code, Redistributable Code, or 'Server Redistributable Code' portions of the SDK Software (as defined in Section 4.2(b)) (collectively, the 'Redistributables') as described in Section 2, you agree: (i) except as otherwise noted in Section 2.1 (Sample Code), to distribute the Redistributables only in object code form and in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables ('Licensee Software'); (ii) that the Redistributables only operate in conjunction with Microsoft Windows platforms; (iii) that if the Licensee Software is distributed beyond Licensee's premises or externally from Licensee's organization, to distribute the Licensee Software containing the Redistributables pursuant to an end user license agreement (which may be 'break-the-seal', 'click-wrap' or signed), with terms no less protective than those contained in this EULA; (iv) not to use Microsoft's name, logo, or trademarks to market the Licensee Software; (v) to display your own valid copyright notice which shall be sufficient to protect Microsoft's copyright in the Software; (vi) not to remove or

obscure any copyright, trademark or patent notices that appear on the Software as delivered to you; (vii) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Licensee Software; (viii) to otherwise comply with the terms of this EULA; and (ix) agree that Microsoft reserves all rights not expressly granted. You also agree not to permit further distribution of the Redistributables by your end users except you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with and as part of the Licensee Software, you comply with all other terms of this EULA, and your distributors comply with all restrictions of this EULA that are applicable to you. (b) If you use the Redistributables, or any portion thereof (referred to in this paragraph as the 'Licensed Software'), then in addition to your compliance with the applicable distribution requirements described for the Licensed Software, the following also applies. Your license rights to the Redistributables are conditioned upon your not (i) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (ii) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An 'Excluded License' is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (x) disclosed or distributed in source code form; (y) licensed for the purpose of making derivative works; or (z) redistributable at no charge. 3.2 Additional Distribution Requirements for Certain Redistributable Code. If you choose to redistribute the files discussed in this Section, then in addition to the terms of Section 3.1, you must ALSO comply with the following. (a) Microsoft SQL Server Desktop Engine ('MSDE'). If you redistribute MSDE you agree to comply with the following additional requirements: (a) Licensee Software shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless Licensee Software requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a 'general purpose' product. (b) Microsoft Data Access Components. If you redistribute the Microsoft Data Access Component file identified as MDAC\_TYP.EXE, you also agree to redistribute such file in object code only in conjunction with and as a part of a Licensee Software developed by you with a Microsoft development tool product that adds significant and primary functionality to MDAC\_TYP.EXE. 4. MICROSOFT SERVER COMPONENTS FOR DEVELOPMENT USE. The Software may include certain of Microsoft Server software (collectively, the 'Server Components'), provided for your use solely in conjunction with the design, development, testing, and demonstration of software products created by you; the Server Components may not be used in a production environment. Your use of the Server Components is subject to the terms and conditions of this EULA, the terms of

which supercede those of any end user license agreements contained in the Server Components. Notwithstanding any other provision in this EULA, this EULA does not grant a license, under any Microsoft intellectual property, to implement any functionality contained in the Server Software (including without limitation communication protocols used by the Server Software) in any software installed on a Device accessing or utilizing the Server Software. 4.1 Installation and Grant of License. The Server Components consist of software programs that provide services or functionality on your server ('Server Software'); your computers capable of running the Server Software are 'Servers') and software programs that allow a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, or other electronic device ('Device') to access or use the Server Software. (a) Server Software. Solely for purposes of designing, developing, testing, and demonstrating your software product(s), you may make, use and install the Server Software for any individual Server Component on any number of Servers. All portions of any one Server Component, however, may only be installed and used on one and the same Server. Processor Limits. The Server Software for may be used by no more than four (4) processors of the Server at any one time. (b) Device Software. You may make, use and install the Device Software on any number of Devices for use by others, provided that such use is solely in conjunction with the design, development and testing of software programs created by you that operate in conjunction with the Server Software. 4.2 Other Rights and Restrictions Regarding Use of Windows Server 2003. The following provisions apply solely to your use of the Windows Server 2003 software provided with the Software. (a) Mandatory Activation. To reduce software piracy, Microsoft requires the Server Software to be activated. Microsoft will not collect any personally identifiable information from your Server during the activation process without your consent. Activation of your copy of the Server Software in the manner described during its setup sequence is required; otherwise, the license rights granted under this EULA are limited to the first thirty (30) days after you first install the Server Software. You may activate the Server Software through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Server Software if you modify your computer hardware or alter the Software. If you choose Internet activation, the Server Software will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software. You agree to allow the Server Software to conduct this authentication process. If you have an unlicensed copy of the Server Software, you are not allowed to install the Server Software or future Server Software updates. Additional information about activation is available online at the Microsoft support site. (b) Other Licenses. Your use of software applications installed on the Server, accessed through the Server, or providing application-sharing functionality may require additional licenses. Please consult the license agreement accompanying such software. (c) Component Data Storage. The Server Software contains components that use the MSDE data storage technology. All copies and instances of MSDE contained in or installed by the Server Software components may be used only by those Server Software components. Any such copy or instance of MSDE contained in the Server Software may not be accessed or used for any other purpose, i.e., the Server Software version of MSDE may not be used for development purposes. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled. (d) Automatic Internet-Based Services. The Server Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically,

without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. Microsoft does not obtain personally identifiable information through any of these features. For more information about these features, please see your Server Software documentation or the Microsoft online support site. (i) Windows Update Features. Under the Server Software's default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update's automatic driver checking feature. (ii) Web Content Features. Under the Server Software's default configuration, if you are connected to the Internet, several features of the Server Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center. (iii) Digital Certificates. Use of certificates based on the X.509 standard is an important security feature of the Server Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Server Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Server Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access. (iv) Windows Media Digital Rights Management. Content providers are using the digital rights management technology for Windows Media contained in this Server Software ('WM-DRM') to protect the integrity of their content ('Secure Content') so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Server Software and third party applications such as media players use WM-DRM to play Secure Content ('WM-DRM Software'). If the WM-DRM Software's security has been compromised, owners of Secure Content ('Secure Content Owners') may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Server Software ('WM-DRM Upgrades') before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft

will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer. (v) Windows Media Player. Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player). (vi) Notice Regarding MPEG-4 Visual Decoders for Windows Media Player. USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice. 4.3 Use of Redistributable Software ('SDK Software'). If included as part of a Server Component, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software that accompanies the corresponding SDK Software ('Applications'). You may modify the Sample Code (identified in the 'samples' directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. Provided that you comply with the terms of Section 3.1 above, Microsoft grants you a limited, nonexclusive, royalty-free right to reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, 'modifications' shall mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as 'redistributable' (collectively, the 'Server Redistributable Code'). 5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS 5.1 Separation of Components. The Software is licensed as a single product. Its component parts may not be separated for use by more than one user. 5.2 Benchmark Testing. You may not disclose the results of any benchmark test of the .NET Framework or SQL Server component or of the Software to any third party without Microsoft's prior written approval. 6. PRERELEASE CODE. Portions of the Software may be identified as prerelease code ('Prerelease Code'). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease Code may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the Prerelease Code commercially available. The grant of license to use Prerelease Code expires upon availability of a commercial release of the Prerelease Code from Microsoft. NOTE: In the event that Prerelease Code contains a separate end-user license agreement, the terms and conditions of such end-user license agreement shall govern your use of the corresponding Prerelease Code. 7. RESERVATION OF RIGHTS AND OWNERSHIP. Microsoft reserves all rights not expressly granted to you in this EULA. The Software is

protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. 8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. 9. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide commercial hosting services with the Software. 10. CONSENT TO USE OF DATA. You agree that Microsoft and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you. 11. LINKS TO THIRD PARTY SITES. You may link to third party sites through the use of the Software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site. 12. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software. 13. UPGRADES/DOWNGRADES 13.1 Upgrades. To use a version of the Software identified as an upgrade, you must first be licensed for the software identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the software that formed the basis for your upgrade eligibility. 13.2 Downgrades. Instead of installing and using the Software, you may install and use copies of an earlier version of the Software, provided that you completely remove such earlier version and install the current version of the Software within a reasonable time. Your use of such earlier version shall be governed by this EULA, and your rights to use such earlier version shall terminate when you install the Software. 13.3 Special Terms for Version 2003 Upgrade Editions of the Software. If the Software accompanying this EULA is the version 2003 edition of the Software and you have acquired it as an upgrade from the corresponding '2002' edition of the Microsoft software product with the same product name as the Software (the 'Qualifying Software'), then Section 13.1 does not apply to you. Instead, you may continue to use the Qualifying Software AND the version 2003 upgrade for so long as you continue to comply with the terms of this EULA and the EULA governing your use of the Qualifying Software. Qualifying Software does not include non-Microsoft software products. 14. NOT FOR RESALE SOFTWARE. Software identified as 'Not For Resale' or 'NFR,' may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation. 15. ACADEMIC EDITION SOFTWARE. To use Software identified as 'Academic Edition' or 'AE,' you must be a 'Qualified Educational User.' For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country. 16. EXPORT RESTRICTIONS. You acknowledge that the

Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information see . 17. SOFTWARE TRANSFER. The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades (including any Qualifying Software as defined in Section 13.3), this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms. 18. TERMINATION. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts. 19. LIMITED WARRANTY FOR software ACQUIRED IN THE US AND CANADA. Except for the 'Licensed Software,' which is provided AS IS without warranty of any kind, Microsoft warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY'DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Microsoft, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet Microsoft's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 21 ('Exclusion of Incidental, Consequential and Certain Other Damages') are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. Microsoft's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software to Microsoft). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is

longer, and Microsoft will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Microsoft's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn. Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

**20. DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

**21. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the SOFTWARE, the provision of or failure to provide Support OR OTHER Services, information, software, and related CONTENT through the software or otherwise arising out of the use of the software, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract or breach of warranty of Microsoft or any supplier, and even if Microsoft or any supplier has been advised of the possibility of such damages.

**22. LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 19, 20, AND 21) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY

REMEDY FAILS ITS ESSENTIAL PURPOSE. 20. U.S. GOVERNMENT LICENSE RIGHTS. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with 'Restricted Rights' as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. 21. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply. 22. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante s'applique : GARANTIE LIMITÉE Sauf le Logiciel Autorisé qui est fourni « comme telles, » Microsoft garantit que le Logiciel fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception. Si une garantie ou condition implicite est créée par votre état ou votre territoire et qu'une loi fédérale ou provinciale ou d'un état en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS. Certains états ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous. Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi. LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES. Votre recours exclusif pour toute violation de la présente garantie limitée est délimité ci-après. Sauf pour tout remboursement au choix de Microsoft, si le Logiciel ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT À AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS. Les termes de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages » sont également intégrées à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou

l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un état à un autre. VOTRE RECOURS EXCLUSIF. La seule responsabilité et obligation de Microsoft et de ses fournisseurs et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou pour toute autre responsabilité relative au Logiciel seront, selon le choix de Microsoft exercé de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Logiciel à Microsoft). La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période initiale de la garantie ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l'extérieur des États-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft et vous adresser au Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, ou à la filiale de Microsoft de votre pays. **DÉNI DE GARANTIES.** La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) créées par une publicité, un document, un emballage ou une autre communication. **SAUF EN CE QUI A TRAIT À LA GARANTIE LIMITÉE ET DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, LE LOGiciel ET LES SERVICES DE SOUTIEN TECHNIQUE (LE CAS ÉCHÉANT) SONT FOURNIS TELS QUELS ET AVEC TOUS LES DÉFAUTS PAR MICROSOFT ET SES FOURNISSEURS, LESQUELS PAR LES PRÉSENTES DÉNIENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, NOTAMMENT, MAIS SANS LIMITATION, (LE CAS ÉCHÉANT) LES GARANTIES, DEVOIRS OU CONDITIONS IMPLICITES DE QUALITÉ MARCHANDE, D'ADAPTATION À UNE FIN PARTICULIÈRE, DE FIABILITÉ OU DE DISPONIBILITÉ, D'EXACTITUDE OU D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉSULTATS, DES EFFORTS DÉPLOYÉS SELON LES RÈGLES DE L'ART, D'ABSENCE DE VIRUS ET D'ABSENCE DE NÉGLIGENCE, LE TOUT À L'ÉGARD DU LOGiciel ET DE LA PRESTATION OU DE L'OMISSION DE LA PRESTATION DES SERVICES DE SOUTIEN TECHNIQUE OU À L'ÉGARD DE LA FOURNITURE OU DE L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTENT. AU LOGiciel OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGiciel. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAçon CONCERNANT LE LOGiciel. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES**

CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÃ?E, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÃ?GLIGENCE ET DE TOUTE AUTRE PERTE PÃ?CUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÃ?RE QUE CE SOIT Ã? L'UTILISATION DU LOGICIEL OU Ã? L'INCAPACITÃ? DE S'EN SERVIR, Ã? LA PRESTATION OU Ã? L'OMISSION DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU Ã? LA FOURNITURE OU Ã? L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTÉ GRÃ?CE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÃ?SENTE CONVENTION OU RELATIVEMENT Ã? UNE TELLE DISPOSITION, MÃ?ME EN CAS DE FAUTE, DE DÃ?LIT CIVIL (Y COMPRIS LA NÃ?GLIGENCE), DE RESPONSABILITÃ? STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÃ?ME SI MICROSOFT OU TOUT FOURNISSEUR A Ã?TÃ? AVISÃ? DE LA POSSIBILITÃ? DE TELS DOMMAGES. LIMITATION DE RESPONSABILITÃ? ET RECOURS. MALGRÃ? LES DOMMAGES QUE VOUS PUISSEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÃ?S ET TOUS LES DOMMAGES DIRECTS OU GÃ?NÃ?RAUX OU AUTRES), LA SEULE RESPONSABILITÃ? DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÃ?SENTE CONVENTION ET VOTRE RECOURS EXCLUSIF Ã? L'Ã?GARD DE TOUT CE QUI PRÃ?CÃ?DE (SAUF EN CE QUI CONCERNE TOUT RECOURS DE RÃ?PARATION OU DE REMPLACEMENT CHOISI PAR MICROSOFT Ã? L'Ã?GARD DE TOUT MANQUEMENT Ã? LA GARANTIE LIMITÃ?E) SE LIMITE AU PLUS Ã?LEVÃ? ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÃ?ELLEMENT PAYÃ? POUR LE LOGICIEL OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÃ?NIS QUI PRÃ?CÃ?DENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÃ?ME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL. Ã? moins que cela ne soit prohibÃ© par le droit local applicable, la prÃ?sente Convention est rÃ?gie par les lois de la province d'Ontario, Canada. Vous consentez Ã la compétence des tribunaux fÃ?dÃ?raux et provinciaux siÃ?geant Ã Toronto, dans la province d'Ontario. Au cas oÃ¹ vous auriez des questions concernant cette licence ou que vous dÃ?siriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez utiliser l'information contenue dans le Logiciel pour contacter la filiale de Microsoft desservant votre pays, ou visitez Microsoft sur le World Wide Web Ã <http://www.microsoft.com>. The following MICROSOFT GUARANTEE applies to you if you acquired this Software in any other country: Statutory rights not affected - The following guarantee is not restricted to any territory and does not affect any statutory rights that you may have from your reseller or from Microsoft if you acquired the Software directly from Microsoft. If you acquired the Software or any support services in Australia, New Zealand or Malaysia, please see the 'Consumer rights' section below. The guarantee - The Software is designed and offered as a general-purpose software, not for any user's particular purpose. You accept that no Software is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Microsoft guarantees that a) for a period of 90 days from the date of receipt of your license to use the Software or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and b) any support services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft and Microsoft support engineers will use reasonable

efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Microsoft will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services. Exclusion of All Other Terms - To the maximum extent permitted by applicable law and subject to the guarantee above, Microsoft disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Software and the written materials that accompany the Software. Any implied warranties that cannot be excluded are limited to 90 days or to the shortest period permitted by applicable law, whichever is greater. Limitation of Liability - To the maximum extent permitted by applicable law and except as provided in the Microsoft Guarantee, Microsoft and its suppliers shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if Microsoft has been advised of the possibility of such damages. In any case Microsoft's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws. Consumer rights - Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the Software in New Zealand for the purposes of a business, you confirm that the Consumer Guarantees Act does not apply. If you acquired the Software in Australia and if Microsoft breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Microsoft's liability is limited, at Microsoft's option, to: (i) in the case of the Software: a) repairing or replacing the Software; or b) the cost of such repair or replacement; and (ii) in the case of support services: a) re-supply of the services; or b) the cost of having the services supplied again. Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Software to contact the Microsoft subsidiary serving your country or visit Microsoft on the World Wide Web at <http://www.microsoft.com>

## **Microsoft Visual C 2005 SP1 Redistributable Package (x86) 8.0.50727.762**

Full Text of the License agreement: END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE  
IMPORTANT READ CAREFULLY: This End-User License Agreement ('EULA') is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation ('Microsoft') for the Microsoft software that accompanies this EULA, which includes computer software and may include associated media, printed materials, 'online' or electronic documentation, and Internet-based services ('Software'). An amendment or addendum to this EULA may accompany the Software. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE (IF APPLICABLE) FOR A FULL REFUND. MICROSOFT Software LICENSE 1. GRANTS OF LICENSE. Microsoft grants you the rights described in this EULA provided that you comply with all terms and conditions of this EULA. NOTE: Microsoft is not licensing to you any rights with respect to Crystal Reports for Microsoft Visual Studio .NET; your use of Crystal Reports for Microsoft Visual Studio .NET is subject to your acceptance of the terms and conditions of the enclosed (hard copy) end user license agreement from Crystal Decisions for that product. 1.1 General License Grant. Microsoft grants to you as an individual, a personal, nonexclusive license to use the Software, and to make and use copies of the Software for the purposes of designing, developing, testing, and demonstrating your software product(s), provided that you are the only individual using the Software. If you are an entity, Microsoft grants to you a personal, nonexclusive license to use the Software, and to make and use copies of the Software, provided that for each individual using the Software within your organization, you have acquired a separate and valid license for each such individual. 1.2 Documentation. You may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises. 1.3 Web Stress Functionality/ACT Tool. If included with the edition of the Software you have acquired with this EULA, then as provided in the corresponding Software documentation, you have the ability to use the component of the Software identified as the Application Center Test ('ACT Tool') to perform stress tests against websites in its default mode (which is to honor any 'robots.txt' files it may encounter) or to set the ACT Tool to not honor any 'robots.txt' files it may encounter when performing its stress tests. The use of the ACT Tool by you in the non-default mode is entirely your responsibility and at your sole risk. Before you use the ACT Tool with any third party property, you should consult with such third party or the agreement governing the use of such property to determine whether or not such use is permitted. 1.4 Storage/Network Use. You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by licensed end users in accordance with Section 1.1. A single license for the Software may not be shared or used concurrently by multiple end users. 1.5 Visual Studio'Effect of EULA. As a suite of development tools and other Microsoft software programs (each such tool or software program, a 'Component'), Components that you receive as part of the Software (including Microsoft server software or other development tools) may include a separate end-user license agreement (each, a 'Component EULA'). Except as provided in Section 6 ('Prerelease Code'), in the event of inconsistencies between this EULA and any Component EULA, the terms of this EULA shall control. The Software may also contain third'party software programs. Any such software is provided for your use as a convenience and your use is subject to the terms and conditions of any license agreement contained in that

software. 2. ADDITIONAL LICENSE RIGHTS -- REDISTRIBUTABLE CODE. In addition to the rights granted in Section 1, certain portions of the Software, as described in this Section 2, are provided to you with additional license rights. These additional license rights are conditioned upon your compliance with the distribution requirements and license limitations described in Section 3. 2.1 Sample Code. Microsoft grants you a limited, nonexclusive, royalty-free license to: (a) use and modify the source code version of those portions of the Software identified as 'Samples' in REDIST.TXT or elsewhere in the Software ('Sample Code') for the sole purposes of designing, developing, and testing your software product(s), and (b) reproduce and distribute the Sample Code, along with any modifications thereof, in object and/or source code form. For applicable redistribution requirements for Sample Code, see Section 3.1 below. 2.2 Redistributable Code'General. Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the object code form of any portion of the Software listed in REDIST.TXT ('Redistributable Code'). For general redistribution requirements for Redistributable Code, see Section 3.1 below. 2.3 Redistributable Code'Microsoft Merge Modules ('MSM'). Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the content of MSM file(s) listed in REDIST.TXT in the manner described in the Software documentation only so long as you redistribute such content in its entirety and do not modify such content in any way. For all other applicable redistribution requirements for MSM files, see Section 3.1 below. 2.4 Redistributable Code'Microsoft Foundation Classes (MFC), Active Template Libraries (ATL), and C runtimes (CRTs). In addition to the rights granted in Section 1, Microsoft grants you a license to use and modify the source code version of those portions of the Software that are identified as MFC, ATL, or CRTs (collectively, the 'VC Redistributables'), for the sole purposes of designing, developing, and testing your software product(s). Provided you comply with Section 3.1 and you rename any files created by you that are included in the Licensee Software (defined below), Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the object code version of the VC Redistributables, including any modifications you make. For purposes of this section, 'modifications' shall mean enhancements to the functionality of the VC Redistributables. For all other applicable redistribution requirements for VC Redistributables, see Section 3.1 below. 3. DISTRIBUTION REQUIREMENTS AND OTHER LICENSE RIGHTS AND LIMITATIONS. If you choose to exercise your rights under Section 2, any redistribution by you is subject to your compliance with Section 3.1; some of the Redistributable Code has additional limited use rights described in Section 3.2. 3.1 General Distribution Requirements. (a) If you choose to redistribute Sample Code, Redistributable Code, or 'Server Redistributable Code' portions of the SDK Software (as defined in Section 4.2(b)) (collectively, the 'Redistributables') as described in Section 2, you agree: (i) except as otherwise noted in Section 2.1 (Sample Code), to distribute the Redistributables only in object code form and in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables ('Licensee Software'); (ii) that the Redistributables only operate in conjunction with Microsoft Windows platforms; (iii) that if the Licensee Software is distributed beyond Licensee's premises or externally from Licensee's organization, to distribute the Licensee Software containing the Redistributables pursuant to an end user license agreement (which may be 'break-the-seal', 'click-wrap' or signed), with terms no less protective than those contained in this EULA; (iv) not to use Microsoft's name, logo, or trademarks to market the Licensee Software; (v) to display your own valid copyright notice which shall be sufficient to protect Microsoft's copyright in the Software; (vi) not to remove or

obscure any copyright, trademark or patent notices that appear on the Software as delivered to you; (vii) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Licensee Software; (viii) to otherwise comply with the terms of this EULA; and (ix) agree that Microsoft reserves all rights not expressly granted. You also agree not to permit further distribution of the Redistributables by your end users except you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with and as part of the Licensee Software, you comply with all other terms of this EULA, and your distributors comply with all restrictions of this EULA that are applicable to you. (b) If you use the Redistributables, or any portion thereof (referred to in this paragraph as the 'Licensed Software'), then in addition to your compliance with the applicable distribution requirements described for the Licensed Software, the following also applies. Your license rights to the Redistributables are conditioned upon your not (i) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (ii) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An 'Excluded License' is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (x) disclosed or distributed in source code form; (y) licensed for the purpose of making derivative works; or (z) redistributable at no charge. 3.2 Additional Distribution Requirements for Certain Redistributable Code. If you choose to redistribute the files discussed in this Section, then in addition to the terms of Section 3.1, you must ALSO comply with the following. (a) Microsoft SQL Server Desktop Engine ('MSDE'). If you redistribute MSDE you agree to comply with the following additional requirements: (a) Licensee Software shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless Licensee Software requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a 'general purpose' product. (b) Microsoft Data Access Components. If you redistribute the Microsoft Data Access Component file identified as MDAC\_TYP.EXE, you also agree to redistribute such file in object code only in conjunction with and as a part of a Licensee Software developed by you with a Microsoft development tool product that adds significant and primary functionality to MDAC\_TYP.EXE. 4. MICROSOFT SERVER COMPONENTS FOR DEVELOPMENT USE. The Software may include certain of Microsoft Server software (collectively, the 'Server Components'), provided for your use solely in conjunction with the design, development, testing, and demonstration of software products created by you; the Server Components may not be used in a production environment. Your use of the Server Components is subject to the terms and conditions of this EULA, the terms of

which supercede those of any end user license agreements contained in the Server Components. Notwithstanding any other provision in this EULA, this EULA does not grant a license, under any Microsoft intellectual property, to implement any functionality contained in the Server Software (including without limitation communication protocols used by the Server Software) in any software installed on a Device accessing or utilizing the Server Software. 4.1 Installation and Grant of License. The Server Components consist of software programs that provide services or functionality on your server ('Server Software'); your computers capable of running the Server Software are 'Servers') and software programs that allow a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, or other electronic device ('Device') to access or use the Server Software. (a) Server Software. Solely for purposes of designing, developing, testing, and demonstrating your software product(s), you may make, use and install the Server Software for any individual Server Component on any number of Servers. All portions of any one Server Component, however, may only be installed and used on one and the same Server. Processor Limits. The Server Software for may be used by no more than four (4) processors of the Server at any one time. (b) Device Software. You may make, use and install the Device Software on any number of Devices for use by others, provided that such use is solely in conjunction with the design, development and testing of software programs created by you that operate in conjunction with the Server Software. 4.2 Other Rights and Restrictions Regarding Use of Windows Server 2003. The following provisions apply solely to your use of the Windows Server 2003 software provided with the Software. (a) Mandatory Activation. To reduce software piracy, Microsoft requires the Server Software to be activated. Microsoft will not collect any personally identifiable information from your Server during the activation process without your consent. Activation of your copy of the Server Software in the manner described during its setup sequence is required; otherwise, the license rights granted under this EULA are limited to the first thirty (30) days after you first install the Server Software. You may activate the Server Software through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Server Software if you modify your computer hardware or alter the Software. If you choose Internet activation, the Server Software will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software. You agree to allow the Server Software to conduct this authentication process. If you have an unlicensed copy of the Server Software, you are not allowed to install the Server Software or future Server Software updates. Additional information about activation is available online at the Microsoft support site. (b) Other Licenses. Your use of software applications installed on the Server, accessed through the Server, or providing application-sharing functionality may require additional licenses. Please consult the license agreement accompanying such software. (c) Component Data Storage. The Server Software contains components that use the MSDE data storage technology. All copies and instances of MSDE contained in or installed by the Server Software components may be used only by those Server Software components. Any such copy or instance of MSDE contained in the Server Software may not be accessed or used for any other purpose, i.e., the Server Software version of MSDE may not be used for development purposes. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled. (d) Automatic Internet-Based Services. The Server Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically,

without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. Microsoft does not obtain personally identifiable information through any of these features. For more information about these features, please see your Server Software documentation or the Microsoft online support site. (i) Windows Update Features. Under the Server Software's default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update's automatic driver checking feature. (ii) Web Content Features. Under the Server Software's default configuration, if you are connected to the Internet, several features of the Server Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center. (iii) Digital Certificates. Use of certificates based on the X.509 standard is an important security feature of the Server Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Server Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Server Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access. (iv) Windows Media Digital Rights Management. Content providers are using the digital rights management technology for Windows Media contained in this Server Software ('WM-DRM') to protect the integrity of their content ('Secure Content') so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Server Software and third party applications such as media players use WM-DRM to play Secure Content ('WM-DRM Software'). If the WM-DRM Software's security has been compromised, owners of Secure Content ('Secure Content Owners') may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Server Software ('WM-DRM Upgrades') before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft

will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer. (v) Windows Media Player. Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player). (vi) Notice Regarding MPEG-4 Visual Decoders for Windows Media Player. USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice. 4.3 Use of Redistributable Software ('SDK Software'). If included as part of a Server Component, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software that accompanies the corresponding SDK Software ('Applications'). You may modify the Sample Code (identified in the 'samples' directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. Provided that you comply with the terms of Section 3.1 above, Microsoft grants you a limited, nonexclusive, royalty-free right to reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, 'modifications' shall mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as 'redistributable' (collectively, the 'Server Redistributable Code'). 5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS 5.1 Separation of Components. The Software is licensed as a single product. Its component parts may not be separated for use by more than one user. 5.2 Benchmark Testing. You may not disclose the results of any benchmark test of the .NET Framework or SQL Server component or of the Software to any third party without Microsoft's prior written approval. 6. PRERELEASE CODE. Portions of the Software may be identified as prerelease code ('Prerelease Code'). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease Code may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the Prerelease Code commercially available. The grant of license to use Prerelease Code expires upon availability of a commercial release of the Prerelease Code from Microsoft. NOTE: In the event that Prerelease Code contains a separate end-user license agreement, the terms and conditions of such end-user license agreement shall govern your use of the corresponding Prerelease Code. 7. RESERVATION OF RIGHTS AND OWNERSHIP. Microsoft reserves all rights not expressly granted to you in this EULA. The Software is

protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. 8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. 9. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide commercial hosting services with the Software. 10. CONSENT TO USE OF DATA. You agree that Microsoft and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you. 11. LINKS TO THIRD PARTY SITES. You may link to third party sites through the use of the Software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site. 12. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software. 13. UPGRADES/DOWNGRADES 13.1 Upgrades. To use a version of the Software identified as an upgrade, you must first be licensed for the software identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the software that formed the basis for your upgrade eligibility. 13.2 Downgrades. Instead of installing and using the Software, you may install and use copies of an earlier version of the Software, provided that you completely remove such earlier version and install the current version of the Software within a reasonable time. Your use of such earlier version shall be governed by this EULA, and your rights to use such earlier version shall terminate when you install the Software. 13.3 Special Terms for Version 2003 Upgrade Editions of the Software. If the Software accompanying this EULA is the version 2003 edition of the Software and you have acquired it as an upgrade from the corresponding '2002' edition of the Microsoft software product with the same product name as the Software (the 'Qualifying Software'), then Section 13.1 does not apply to you. Instead, you may continue to use the Qualifying Software AND the version 2003 upgrade for so long as you continue to comply with the terms of this EULA and the EULA governing your use of the Qualifying Software. Qualifying Software does not include non-Microsoft software products. 14. NOT FOR RESALE SOFTWARE. Software identified as 'Not For Resale' or 'NFR,' may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation. 15. ACADEMIC EDITION SOFTWARE. To use Software identified as 'Academic Edition' or 'AE,' you must be a 'Qualified Educational User.' For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country. 16. EXPORT RESTRICTIONS. You acknowledge that the

Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information see . 17. SOFTWARE TRANSFER. The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades (including any Qualifying Software as defined in Section 13.3), this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms. 18. TERMINATION. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts. 19. LIMITED WARRANTY FOR software ACQUIRED IN THE US AND CANADA. Except for the 'Licensed Software,' which is provided AS IS without warranty of any kind, Microsoft warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY'DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Microsoft, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet Microsoft's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 21 ('Exclusion of Incidental, Consequential and Certain Other Damages') are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. Microsoft's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software to Microsoft). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is

longer, and Microsoft will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Microsoft's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn. Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

**20. DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

**21. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the SOFTWARE, the provision of or failure to provide Support OR OTHER Services, information, software, and related CONTENT through the software or otherwise arising out of the use of the software, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract or breach of warranty of Microsoft or any supplier, and even if Microsoft or any supplier has been advised of the possibility of such damages.

**22. LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 19, 20, AND 21) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY

REMEDY FAILS ITS ESSENTIAL PURPOSE. 20. U.S. GOVERNMENT LICENSE RIGHTS. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with 'Restricted Rights' as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. 21. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply. 22. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante s'applique : GARANTIE LIMITÉE Sauf le Logiciel Autorisé qui est fourni « comme telles, » Microsoft garantit que le Logiciel fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception. Si une garantie ou condition implicite est créée par votre état ou votre territoire et qu'une loi fédérale ou provinciale ou d'un état en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS. Certains états ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous. Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi. LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES. Votre recours exclusif pour toute violation de la présente garantie limitée est délimité ci-après. Sauf pour tout remboursement au choix de Microsoft, si le Logiciel ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT À AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS. Les termes de la clause « Exclusion des dommages accessoires, indirects et de certains autres dommages » sont également intégrés à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou

l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un état à un autre. VOTRE RECOURS EXCLUSIF. La seule responsabilité et obligation de Microsoft et de ses fournisseurs et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou pour toute autre responsabilité relative au Logiciel seront, selon le choix de Microsoft exercé de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Logiciel à Microsoft). La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période initiale de la garantie ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l'extérieur des États-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft et vous adresser au Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, ou à la filiale de Microsoft de votre pays. **À NI DE GARANTIES.** La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) créées par une publicité, un document, un emballage ou une autre communication. **SAUF EN CE QUI A TRAIT À LA GARANTIE LIMITÉE ET DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, LE LOGICIEL ET LES SERVICES DE SOUTIEN TECHNIQUE (LE CAS ÉCHÉANT) SONT FOURNIS TELS QUELS ET AVEC TOUS LES DÉFAUTS PAR MICROSOFT ET SES FOURNISSEURS, LESQUELS PAR LES PRÉSENTES DÉNIENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, NOTAMMENT, MAIS SANS LIMITATION, (LE CAS ÉCHÉANT) LES GARANTIES, DEVOIRS OU CONDITIONS IMPLICITES DE QUALITÉ MARCHANDE, D'ADAPTATION À UNE FIN PARTICULIÈRE, DE FIABILITÉ OU DE DISPONIBILITÉ, D'EXACTITUDE OU D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉSULTATS, DES EFFORTS DÉPLOYÉS SELON LES RÈGLES DE L'ART, D'ABSENCE DE VIRUS ET D'ABSENCE DE NÉGLIGENCE, LE TOUT À L'ÉGARD DU LOGICIEL ET DE LA PRESTATION OU DE L'OMISSION DE LA PRESTATION DES SERVICES DE SOUTIEN TECHNIQUE OU À L'ÉGARD DE LA FOURNITURE OU DE L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTENT. AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAçon CONCERNANT LE LOGICIEL. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES**

CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÃ?E, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÃ?GLIGENCE ET DE TOUTE AUTRE PERTE PÃ?CUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÃ?RE QUE CE SOIT Ã? L'UTILISATION DU LOGICIEL OU Ã? L'INCAPACITÃ? DE S'EN SERVIR, Ã? LA PRESTATION OU Ã? L'OMISSION DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU Ã? LA FOURNITURE OU Ã? L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTÉ GRÃ?CE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÃ?SENTE CONVENTION OU RELATIVEMENT Ã? UNE TELLE DISPOSITION, MÃ?ME EN CAS DE FAUTE, DE DÃ?LIT CIVIL (Y COMPRIS LA NÃ?GLIGENCE), DE RESPONSABILITÃ? STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÃ?ME SI MICROSOFT OU TOUT FOURNISSEUR A Ã?TÃ? AVISÃ? DE LA POSSIBILITÃ? DE TELS DOMMAGES. LIMITATION DE RESPONSABILITÃ? ET RECOURS. MALGRÃ? LES DOMMAGES QUE VOUS PUISSEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÃ?S ET TOUS LES DOMMAGES DIRECTS OU GÃ?NÃ?RAUX OU AUTRES), LA SEULE RESPONSABILITÃ? DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÃ?SENTE CONVENTION ET VOTRE RECOURS EXCLUSIF Ã? L'Ã?GARD DE TOUT CE QUI PRÃ?CÃ?DE (SAUF EN CE QUI CONCERNE TOUT RECOURS DE RÃ?PARATION OU DE REMPLACEMENT CHOISI PAR MICROSOFT Ã? L'Ã?GARD DE TOUT MANQUEMENT Ã? LA GARANTIE LIMITÃ?E) SE LIMITE AU PLUS Ã?LEVÃ? ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÃ?ELLEMENT PAYÃ? POUR LE LOGICIEL OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÃ?NIS QUI PRÃ?CÃ?DENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÃ?ME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL. Ã? moins que cela ne soit prohibÃ© par le droit local applicable, la prÃ?sente Convention est rÃ?gie par les lois de la province d'Ontario, Canada. Vous consentez Ã la compétence des tribunaux fédéraux et provinciaux siègeant à Toronto, dans la province d'Ontario. Au cas où vous auriez des questions concernant cette licence ou que vous deviez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez utiliser l'information contenue dans le Logiciel pour contacter la filiale de Microsoft desservant votre pays, ou visitez Microsoft sur le World Wide Web à <http://www.microsoft.com>. The following MICROSOFT GUARANTEE applies to you if you acquired this Software in any other country: Statutory rights not affected - The following guarantee is not restricted to any territory and does not affect any statutory rights that you may have from your reseller or from Microsoft if you acquired the Software directly from Microsoft. If you acquired the Software or any support services in Australia, New Zealand or Malaysia, please see the 'Consumer rights' section below. The guarantee - The Software is designed and offered as a general-purpose software, not for any user's particular purpose. You accept that no Software is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Microsoft guarantees that a) for a period of 90 days from the date of receipt of your license to use the Software or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and b) any support services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft and Microsoft support engineers will use reasonable

efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Microsoft will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services. Exclusion of All Other Terms - To the maximum extent permitted by applicable law and subject to the guarantee above, Microsoft disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Software and the written materials that accompany the Software. Any implied warranties that cannot be excluded are limited to 90 days or to the shortest period permitted by applicable law, whichever is greater. Limitation of Liability - To the maximum extent permitted by applicable law and except as provided in the Microsoft Guarantee, Microsoft and its suppliers shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if Microsoft has been advised of the possibility of such damages. In any case Microsoft's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws. Consumer rights - Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the Software in New Zealand for the purposes of a business, you confirm that the Consumer Guarantees Act does not apply. If you acquired the Software in Australia and if Microsoft breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Microsoft's liability is limited, at Microsoft's option, to: (i) in the case of the Software: a) repairing or replacing the Software; or b) the cost of such repair or replacement; and (ii) in the case of support services: a) re-supply of the services; or b) the cost of having the services supplied again. Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Software to contact the Microsoft subsidiary serving your country or visit Microsoft on the World Wide Web at <http://www.microsoft.com>

## MIT Kerberos v5 r1.5

This product includes MIT Kerberos v5 r1.5, excluding the OpenVision Kerberos Administration System donated by Kerberos to MIT for inclusion in the standard Kerberos 5 distribution.

Kerberos Version 5, Release 1.5.3

Release Notes

The MIT Kerberos Team

Unpacking the Source Distribution

---

The source distribution of Kerberos 5 comes in a gzipped tarfile, `krb5-1.5.3.tar.gz`. Instructions on how to extract the entire distribution follow.

If you have the GNU tar program and gzip installed, you can simply do:

```
gtar zxf krb5-1.5.3.tar.gz
```

If you don't have GNU tar, you will need to get the FSF gzip distribution and use `gzcat`:

```
gzcat krb5-1.5.3.tar.gz | tar xpf -
```

Both of these methods will extract the sources into krb5-1.5.3/src and the documentation into krb5-1.5.3/doc.

### Building and Installing Kerberos 5

---

The first file you should look at is doc/install-guide.ps; it contains the notes for building and installing Kerberos 5. The info file krb5-install.info has the same information in info file format. You can view this using the GNU emacs info-mode, or by using the standalone info file viewer from the Free Software Foundation. This is also available as an HTML file, install.html.

Other good files to look at are admin-guide.ps and user-guide.ps, which contain the system administrator's guide, and the user's guide, respectively. They are also available as info files kerberos-admin.info and krb5-user.info, respectively. These files are also available as HTML files.

If you are attempting to build under Windows, please see the src/windows/README file. Note that this release might not build under Windows currently.

### Reporting Bugs

-----

Please report any problems/bugs/comments using the krb5-send-pr program. The krb5-send-pr program will be installed in the sbin directory once you have successfully compiled and installed Kerberos V5 (or if you have installed one of our binary distributions).

If you are not able to use krb5-send-pr because you haven't been able to compile and install Kerberos V5 on any platform, you may send mail to [krb5-bugs@mit.edu](mailto:krb5-bugs@mit.edu).

You may view bug reports by visiting

<http://krbdev.mit.edu/rt/>

and logging in as "guest" with password "guest".

Major changes in krb5-1.5.3

-----

[5512] Fix MITKRB5-SA-2007-001: telnetd allows login as arbitrary user  
[CVE-2007-0956, VU#220816]

[5513] Fix MITKRB5-SA-2007-002: buffer overflow in krb5\_klog\_syslog  
[CVE-2007-0957, VU#704024]

[5520] Fix MITKRB5-SA-2007-003: double-free in kadm5 - the RPC library could perform a double-free due to a GSS-API library bug [CVE-2007-1216, VU#419344]

#### krb5-1.5.3 changes by ticket ID

---

5512 (krb5-1.5.x) MITKRB5-SA-2007-001: telnetd allows login as arbitrary user

5513 (krb5-1.5.x) MITKRB5-SA-2007-002: buffer overflow in krb5\_klog\_syslog

5520 (krb5-1.5.x) MITKRB5-SA-2007-003: double-free in kadm5

#### Major changes in krb5-1.5.2

---

\* Fix for MITKRB5-SA-2006-002: the RPC library could call an uninitialized function pointer, which created a security vulnerability for kadm5.

\* Fix for MITKRB5-SA-2006-003: the GSS-API mechglue layer could fail to initialize some output pointers, causing callers to attempt to free uninitialized pointers. This caused a security vulnerability in kadm5.

### Major known bugs in krb5-1.5.2

---

5293 crash creating db2 database in non-existent directory

Attempting to create a KDB in a non-existent directory using the Berkeley DB back end may cause a crash resulting from a null pointer dereference. If a core dump occurs, this may cause a local exposure of sensitive information such as a master key password. This will be fixed in an upcoming patch release.

### krb5-1.5.2 changes by ticket ID

---

Listed below are the RT tickets of bugs fixed in krb5-1.5.2. Please see

<http://krbdev.mit.edu/rt/NoAuth/krb5-1.5/fixed-1.5.2.html>

for a current listing with links to the complete tickets.

3965 Autoconf 2.60 datarootdir issue

4237 windows ccache and keytab file paths without a prefix

4305 windows thread support frees thread local storage after TlsSetValue

4309 wix installer - win2k compatibility for netidmgr

4310 NSIS installer - update for Win2K NetIDMgr  
4312 KFW 3.1 Beta 2 NetIDMgr Changes  
4354 db2 policy database loading broken  
4355 test policy dump/load in make check  
4368 kdc: make\_toolong\_error does not initialize all fields for  
    krb5\_mk\_error  
4407 final commits for KFW 3.1 Beta 2  
4499 Document prerequisites for make check  
4500 Initialize buffer before calling res\_ninit  
5307 fix MITKRB5-SA-2006-002 for 1.5-branch  
5308 fix MITKRB5-SA-2006-003 for 1.5-branch

Major changes in 1.5.1

---

The only significant change in krb5-1.5.1 is to fix the security  
vulnerabilities described in MITKRB5-SA-2006-001, which are local  
privilege escalation vulnerabilities in applications running on Linux  
and AIX.

krb5-1.5.1 changes by ticket ID

---

Listed below are the RT tickets of bugs fixed in krb5-1.5.1. Please see

<http://krbdev.mit.edu/rt/NoAuth/krb5-1.5/fixed-1.5.1.html>

for a current listing with links to the complete tickets.

3904 fix uninitialized vars  
3956 gssapi compilation errors on Windows  
3971 broken configure test for dlopen  
3998 Document add\_entry in ktutil man page  
4012 reverse test for copy\_oid\_set in lib/gssapi/krb5/indicate\_mechs.c  
4036 reject configure option for static libraries  
4037 respect LDFLAGS in NetBSD build  
4063 gss mech glue implementation should validate opaque pointer types  
4088 gss\_import\_name can fail to call gssint\_initialize\_library()  
4125 fix MITKRB5-SA-2006-001: multiple local privilege escalation  
vulnerabilities  
4137 ksu spuriously fails when exiting shell when ksu-ing to non-root  
4168 clean up mkrel patchlevel.h editing etc.

Major changes in 1.5

---

Kerberos 5 Release 1.5 includes many significant changes to the Kerberos build system, to GSS-API, and to the Kerberos KDC and administration system. These changes build up infrastructure as part of our efforts to make Kerberos more extensible and flexible. While

we are confident that these changes will improve Kerberos in the long run, significant code restructuring may introduce portability problems or change behavior in ways that break applications. It is always important to test a new version of critical security software like Kerberos before deploying it in your environment to confirm that the new version meets your environment's requirements. Because of the significant restructuring, it is more important than usual to perform this testing and to report problems you find.

Highlights of major changes include:

- \* KDB abstraction layer, donated by Novell.
- \* plug-in architecture, allowing for extension modules to be loaded at run-time.
- \* multi-mechanism GSS-API implementation ("mechglue"), donated by Sun Microsystems
- \* Simple and Protected GSS-API negotiation mechanism ("SPNEGO") implementation, donated by Sun Microsystems
- \* Per-directory ChangeLog files have been deleted. Releases now include auto-generated revision history logs in the combined file doc/CHANGES.

Changes by ticket ID

---

Listed below are the RT tickets of bugs fixed in krb5-1.5. Please see

<http://krbdev.mit.edu/rt/NoAuth/krb5-1.5/fixed-1.5.html>

for a current listing with links to the complete tickets.

581 verify\_krb\_v4\_tgt is not 64-bit clean  
856 patch to add shared library support for BSD/OS 4  
1245 source tree not 64-bit clean  
1288 v4 ticket file format incompatibilities  
1431 fix errno.h references for cygwin  
1434 use win32 rename solution in rcache for cygwin  
1988 profile library fails to handle space in front of comments  
2577 [Russ Allbery] Bug#250966: /usr/sbin/klogind: Authorization  
behavior not fully documented  
2615 Fwd: Patch for telnet / telnetd to avoid crashes when used  
with MS kdc and PAC field  
2628 Cygwin build patches  
2648 [Russ Allbery] Bug#262192: libkrb53: krb\_get\_pw\_in\_tkt  
problems with AFS keys  
2712 whitespace patch for src/kdc/kerberos\_v4.c

- 2759 fake-getaddrinfo.h incorrectly checks for gethostbyname\_r errors
- 2761 move getaddrinfo hacks into support lib for easier maintenance
- 2763 file ccache should be held open while scanning for credentials
- 2786 dead code in init\_common() causes malloc(0)
- 2791 hooks for recording statistics on locking behavior
- 2807 Add VERSIONRC branding to krb5 support dll
- 2855 Possible thread safety issue in lib/krb5/os/def\_realm.c
- 2856 Need a function to clone krb5\_context structs for thread safe apps
- 2863 windows klist won't link
- 2880 fix calling convention for thread support fns
- 2882 Windows 2003 SP1 ktpass.exe generate keytab files fail to load with 1.4
- 2886 krb5\_do\_preatht could attempt to free NULL pointer
- 2931 implement SPNEGO
- 2932 implement multi-mech GSSAPI
- 2933 plug-in architecture
- 2936 supplementary error strings
- 2959 profile library should check high-resolution timestamps if available
- 2979 threaded test program built even with thread support disabled
- 3008 Incorrect cross-references in man pages
- 3010 Minor path and service man page fixes
- 3011 krb5-config should never return -l/usr/include
- 3013 Man pages for fakeka and krb524init
- 3014 texinfo variable fixes, info dir entries
- 3030 Bug report: Kinit has no suport for addresses in  
credentials. Kinit -a is not enabled.

- 3065 Implement RFC 3961 PRF
- 3086 [Sergio Gelato] Bug#311977: libkrb53: gss\_init\_sec\_context
  - sometimes fails to initialise output\_token
- 3088 don't always require support library when building with sun cc
- 3122 fixes for AIX 5.2 select() and IPv4/IPv6 issues
- 3129 shlib build problems on HP-UX 10.20 with gcc-3.4.3
- 3233 kuserok needs to check for uid 99 on Mac OS X
- 3252 Tru64 compilation fails after k5-int.h/krb5.h changes
- 3266 Include errno.h in kdc/kerberos\_v4.c
- 3268 kprop should fall back on port 754 rather than failing
- 3269 telnet help should connect to a host named help
- 3308 kadmin.local is killed due to segmentation fault when
  - principal name argument is missing.
- 3332 don't destroy uninitialized rcache mutex in error cases
- 3358 krb5 doesn't build when pthread\_mutexattr\_setrobust\_np is
  - defined but not declared
- 3364 plugins should be thread-safe
- 3415 Windows 64-bit support
- 3416 tweak kdb interface for thread safety
- 3417 move/add thread support to support lib
- 3423 Add support for utmps interface on HPUX 11.23
- 3426 trunk builds without thread support are not working
- 3434 sizeof type should be checked at compile time, not configure time
- 3438 enhancement: report errno when generic I/O errors happen in kinit
- 3445 args to ctype.h macros should be cast to unsigned char, not int

- 3466 ioctl header portability fixes for telnet on GNU/kFreeBSD
- 3467 Allow GSS\_C\_NO\_OID in krb5\_gss\_canon\_name
- 3468 udp\_preference\_limit typo in krb5.conf man page
- 3490 getpwnam\_r status checked incorrectly
- 3502 Cannot acquire initiator cred using gss\_acquire\_cred with explicit name on Windows
- 3512 updates to NSIS installer for KFW
- 3521 Add configurable Build value to File and Product versions for Windows
- 3549 library double-free with an empty keytab
- 3607 clients/ksu/setenv.c doesn't build on Solaris
- 3620 use strerror\_r
- 3668 Prototype for krb5\_c\_prf missing const
- 3671 shsUpdate should take an unsigned int for length
- 3675 unsigned/signed int warnings in krb5\_context variables.
- 3687 initialize cc\_version to 0 not NULL
- 3688 Added CoreFoundation bundle plugin support
- 3689 build kadm5 headers in generate-files-mac target
- 3690 build rpc includes in generate-files-mac target.
- 3697 kadmin hangs indefinitely when admin princ has escaped chars
- 3706 ipv4+ipv6 messages can trip up KDC replay detection
- 3714 fix incorrect padata memory allocation in send\_tgs.c
- 3716 Plugin search algorithm should take lists of name and directories
- 3719 fix bug in flag checking in libdb2 mpool code
- 3724 need to export kadm5\_set\_use\_password\_server
- 3736 Cleanup a number of cast away from const warnings in gssapi

- 3739 vsnprintf not present on windows
- 3746 krb5\_cc\_gen\_new memory implementation doesn't create a new ccache
- 3761 combine kdc.conf, krb5.conf data in KDC programs
- 3783 install headers into include/krb5
- 3790 memory leak in GSSAPI credential releasing code
- 3791 memory leak in gss\_krb5\_set\_allowable\_enctypes error path
- 3825 krb5int\_get\_plugin\_dir\_data() uses + instead of \* in realloc
- 3826 memory leaks in krb5kdc due to not freeing error messages
- 3854 CCAPI krb4int\_save\_credentials\_addr should match prototype
- 3866 gld --as-needed not portable enough
- 3879 Update texinfo.tex
- 3888 ftpd's getline conflicts with current glibc headers
- 3898 Export gss\_inquire\_mechs\_for\_name for KFW
- 3899 Export krb5\_gss\_register\_acceptor\_identity in KFW
- 3900 update config.guess and config.sub
- 3902 g\_userok.c has implicit declaration of strlen
- 3903 various kadm5 files need string.h
- 3905 warning fixes for spnego
- 3909 Plugins need to use RTLD\_GROUP when available, but definitely not RTLD\_GLOBAL
- 3910 fix parallel builds for libgss
- 3911 getaddrinfo code uses vars outside of storage duration
- 3918 fix warnings for lib/gssapi/mechglue/g\_initialize.c
- 3920 cease export of krb5\_gss\_\*
- 3921 remove unimplemented/unused mechglue functions

3922 mkrel should update patchlevel.h prior to reconf

3923 implement RFC4120 behavior on TCP requests with high bit set in length

3924 the krb5\_get\_server\_rcache routine frees already freed memory  
in error path

3925 krb5\_get\_profile should reflect profile in the supplied context

3927 fix signedness warnings in spnego\_mech.c

3928 fix typo in MS\_BUG\_TEST case in krb5\_gss\_glue.c

3940 Disable MSLSA: ccache in WOW64 on pre-Vista Beta 2 systems

3942 make gssint\_get\_mechanism match prototype

3944 write svn log output when building release

3945 mkrel should only generate doc/CHANGES for checkouts

3948 Windows: fix krb5.h generation

3949 fix plugin.c to compile on Windows

3950 autoconf 2.60 compatibility

3951 remove unused dlopen code in lib/gssapi/mechglue/g\_initialize.c

3952 fix calling convention for krb5 error-message routines,  
document usage of krb5\_get\_error\_message

3953 t\_std\_conf references private function due to explicit linking  
of init\_os\_ctx.o

3954 remove mechglue gss\_config's gssint\_userok and pname\_to\_uid

3957 remove unused lib/gssapi/mechglue/g\_utils.c

3959 re-order inclusions in spnego\_mech.c to avoid breaking system headers

3962 krb5\_get\_server\_rcache double free

3964 "kdb5\_util load" to existing db doesn't work, needed for kpropd

3968 fix memory leak in mechglue/g\_init\_sec\_ctx.c

3970 test kdb5\_util dump/load functionality in dejagnu

3972 make gss\_unwrap match prototype

3974 work around failure to load into nonexistent db

Known bugs by ticket ID:

-----

Listed below are the RT tickets for known bugs in krb5-1.5. Please

see

<http://krbdev.mit.edu/rt/NoAuth/krb5-1.5/bugs-1.5.html>

for an up-to-date list, including links to the complete tickets.

3947 allow multiple calls to krb5\_get\_error\_message to retrieve message

3956 gssapi compilation errors on Windows

3973 kdb5\_util load now fails if db doesn't exist [workaround]

Copyright Notice and Legal Administrivia

-----

Copyright (C) 1985-2007 by the Massachusetts Institute of Technology.

All rights reserved.

Export of this software from the United States of America may require a specific license from the United States Government. It is the responsibility of any person or organization contemplating export to obtain such a license before exporting.

WITHIN THAT CONSTRAINT, permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of M.I.T. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Furthermore if you modify this software you must label your software as modified software and not distribute it in such a fashion that it might be confused with the original MIT software. M.I.T. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

THIS SOFTWARE IS PROVIDED ``AS IS'' AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Individual source code files are copyright MIT, Cygnus Support, OpenVision, Oracle, Sun Soft, FundsXpress, and others.

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

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

----

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

---- The implementation of the Yarrow pseudo-random number generator in src/lib/crypto/yarrow has the following copyright:

Copyright 2000 by Zero-Knowledge Systems, Inc.

Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee,

provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of Zero-Knowledge Systems, Inc. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Zero-Knowledge Systems, Inc. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

ZERO-KNOWLEDGE SYSTEMS, INC. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL ZERO-KNOWLEDGE SYSTEMS, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

---- The implementation of the AES encryption algorithm in  
src/lib/crypto/aes has the following copyright:

Copyright (c) 2001, Dr Brian Gladman , Worcester, UK.

All rights reserved.

LICENSE TERMS

The free distribution and use of this software in both source and binary form is allowed (with or without changes) provided that:

1. distributions of this source code include the above copyright notice, this list of conditions and the following disclaimer;
  
2. distributions in binary form include the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other associated materials;
  
3. the copyright holder's name is not used to endorse products built using this software without specific written permission.

#### DISCLAIMER

This software is provided 'as is' with no explicit or implied warranties in respect of any properties, including, but not limited to, correctness and fitness for purpose.

--- The implementations of GSSAPI mechglue in GSSAPI-SPNEGO in  
src/lib/gssapi, including the following files:

lib/gssapi/generic/gssapi\_err\_generic.et  
lib/gssapi/mechglue/g\_accept\_sec\_context.c  
lib/gssapi/mechglue/g\_acquire\_cred.c

lib/gssapi/mechglue/g\_canon\_name.c  
lib/gssapi/mechglue/g\_compare\_name.c  
lib/gssapi/mechglue/g\_context\_time.c  
lib/gssapi/mechglue/g\_delete\_sec\_context.c  
lib/gssapi/mechglue/g\_dsp\_name.c  
lib/gssapi/mechglue/g\_dsp\_status.c  
lib/gssapi/mechglue/g\_dup\_name.c  
lib/gssapi/mechglue/g\_exp\_sec\_context.c  
lib/gssapi/mechglue/g\_export\_name.c  
lib/gssapi/mechglue/g\_glue.c  
lib/gssapi/mechglue/g\_imp\_name.c  
lib/gssapi/mechglue/g\_imp\_sec\_context.c  
lib/gssapi/mechglue/g\_init\_sec\_context.c  
lib/gssapi/mechglue/g\_initialize.c  
lib/gssapi/mechglue/g\_inq\_context.c  
lib/gssapi/mechglue/g\_inq\_cred.c  
lib/gssapi/mechglue/g\_inq\_names.c  
lib/gssapi/mechglue/g\_process\_context.c  
lib/gssapi/mechglue/g\_rel\_buffer.c  
lib/gssapi/mechglue/g\_rel\_cred.c  
lib/gssapi/mechglue/g\_rel\_name.c  
lib/gssapi/mechglue/g\_rel\_oid\_set.c  
lib/gssapi/mechglue/g\_seal.c  
lib/gssapi/mechglue/g\_sign.c  
lib/gssapi/mechglue/g\_store\_cred.c

lib/gssapi/mechglue/g\_unseal.c  
lib/gssapi/mechglue/g\_verify.c  
lib/gssapi/mechglue/mglueP.h  
lib/gssapi/mechglue/oid\_ops.c  
lib/gssapi/spnego/gssapiP\_spnego.h  
lib/gssapi/spnego/spnego\_mech.c

are subject to the following license:

Copyright (c) 2004 Sun Microsystems, Inc.

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.

#### Acknowledgments

---

Thanks to Russ Allbery for contributing and integrating patches from  
Debian and other places.

Thanks to Michael Calmer for contributing patches for code clean-up.

Thanks to Novell for donating the KDB abstraction layer.

Thanks to Sun Microsystems for donating their implementations of  
mechglue and SPNEGO.

Thanks to the numerous others who reported bugs and/or contributed  
patches.

Thanks to iDefense for notifying us about the vulnerability in  
MITKRB5-SA-2007-002.

Thanks to the members of the Kerberos V5 development team at MIT, both

past and present: Danilo Almeida, Jeffrey Altman, Justin Anderson, Richard Basch, Jay Berkenbilt, Mitch Berger, Andrew Boardman, Joe Calzaretta, John Carr, Don Davis, Alexandra Ellwood, Nancy Gilman, Matt Hancher, Sam Hartman, Paul Hill, Marc Horowitz, Eva Jacobus, Miroslav Jurisic, Barry Jaspan, Geoffrey King, Kevin Koch, John Kohl, Peter Litwack, Scott McGuire, Kevin Mitchell, Cliff Neuman, Paul Park, Ezra Peisach, Chris Provenzano, Ken Raeburn, Jon Rochlis, Jeff Schiller, Jen Selby, Brad Thompson, Harry Tsai, Ted Ts'o, Marshall Vale, Tom Yu.

## nss\_ldap 2.62

This product includes Heimdal software distributed pursuant to the following terms:

GNU LESSER GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc.

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

This version of the GNU Lesser General Public License incorporates  
the terms and conditions of version 3 of the GNU General Public  
License, supplemented by the additional permissions listed below.

### 0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser  
General Public License, and the "GNU GPL" refers to version 3 of the GNU  
General Public License.

"The Library" refers to a covered work governed by this License,  
other than an Application or a Combined Work as defined below.

An "Application" is any work that makes use of an interface provided

by the Library, but which is not otherwise based on the Library.

Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version".

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

#### 1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

#### 2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

### 3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the

Library is used in it and that the Library and its use are covered by this License.

b) Accompany the object code with a copy of the GNU GPL and this license document.

#### 4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.

b) Accompany the Combined Work with a copy of the GNU GPL and this license document.

c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

d) Do one of the following:

0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.

1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany

the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

#### 5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.

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

#### 6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new

versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

## OpenLDAP 2.3.39 (20071118)

The OpenLDAP Public License Version 2.8, 17 August 2003 Redistribution and use of this software and associated documentation ("Software"), with or without modification, are permitted provided that the following conditions are met: 1. Redistributions in source form must retain copyright statements and notices, 2. Redistributions in binary form must reproduce applicable copyright statements and notices, this list of conditions, and the following disclaimer in the documentation and/or other materials provided with the distribution, and 3. Redistributions must contain a verbatim copy of this document. The OpenLDAP Foundation may revise this license from time to time. Each revision is distinguished by a version number. You may use this Software under terms of this license revision or under the terms of any subsequent revision of the license. THIS SOFTWARE IS PROVIDED BY THE OPENLDAP FOUNDATION AND ITS CONTRIBUTORS ``AS IS|&| AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OPENLDAP FOUNDATION, ITS CONTRIBUTORS, OR THE AUTHOR(S) OR OWNER(S) OF THE SOFTWARE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The names of the authors and copyright holders must not be used in advertising or otherwise to promote the sale, use or other dealing in this Software without specific, written prior permission. Title to copyright in this Software shall at all times remain with copyright holders. OpenLDAP is a registered trademark of the OpenLDAP Foundation. Copyright 1999-2003 The OpenLDAP Foundation, Redwood City, California, USA. All Rights Reserved. Permission to copy and distribute verbatim copies of this document is granted.

# Oracle JDBC Driver 10g Release 2 (10.2.0.1.0)

ORACLE TECHNOLOGY NETWORK

DEVELOPMENT AND DISTRIBUTION LICENSE AGREEMENT

"We," "us," and "our" refers to Oracle USA, Inc., for and on behalf of itself and its subsidiaries and affiliates under common control. "You" and "your" refers to the individual or entity that wishes to use the programs from Oracle. "Programs" refers to the software product you wish to download and use and program documentation. "License" refers to your right to use the programs under the terms of this agreement. This agreement is governed by the substantive and procedural laws of California. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to this agreement.

We are willing to license the programs to you only upon the condition that you accept all of the terms contained in this agreement. Read the terms carefully and select the "Accept" button at the bottom of the page to confirm your acceptance. If you are not willing to be bound by these terms, select the "Do Not Accept" button and the registration process will not continue.

## License Rights

We grant you a nonexclusive, nontransferable limited license to use the programs for purposes of developing your applications. You may also distribute the programs with your applications to your customers. If you want to use the programs for any purpose other than as expressly permitted under this agreement you must contact us, or an Oracle reseller, to obtain the appropriate license. We may audit your use of the programs. Program documentation is either shipped with the programs, or documentation may accessed online at <http://otn.oracle.com/docs>.

## Ownership and Restrictions

We retain all ownership and intellectual property rights in the programs. You may make a sufficient number of copies of the programs for the licensed use and one copy of the programs for backup purposes.

You may not:

- use the programs for any purpose other than as provided above;
- distribute the programs unless accompanied with your applications;
- charge your end users for use of the programs;
- remove or modify any program markings or any notice of our proprietary rights;
- use the programs to provide third party training on the content and/or functionality of the programs, except for training your licensed users;
- assign this agreement or give the programs, program access or an interest in the programs to any individual or entity except as provided under this agreement;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs;
- disclose results of any program benchmark tests without our prior consent; or,
- use any Oracle name, trademark or logo.

#### Program Distribution

We grant you a nonexclusive, nontransferable right to copy and distribute the programs to your end users provided that you do not charge your end users for use of the programs and provided your end users may only use the programs to run your applications for their business operations. Prior to distributing the programs you shall require your end users to execute an agreement binding them to terms consistent with those contained in this section and the sections of this agreement entitled "License Rights," "Ownership and Restrictions," "Export," "Disclaimer of Warranties and Exclusive Remedies," "No Technical Support," "End of Agreement," "Relationship Between the Parties," and "Open Source." You must also include a provision stating that your end users shall have no right to distribute the programs, and a provision specifying us as a third party beneficiary of the agreement. You are responsible for obtaining these agreements with your end users.

You agree to: (a) defend and indemnify us against all claims and damages caused by your distribution of the programs in breach of this agreements and/or failure to include the required contractual provisions in your end user agreement as stated above; (b) keep executed end user agreements and records of end user information including name, address, date of distribution and identity of programs distributed; (c) allow us to inspect your end user agreements and records upon request; and, (d) enforce the terms of your end user agreements so as to effect a timely cure of any end user breach, and to notify us of any breach of the terms.

#### Export

You agree that U.S. export control laws and other applicable export and import laws govern your use of the programs, including technical data; additional information can be found on Oracle's Global Trade Compliance web site located at <http://www.oracle.com/products/export/index.html?content.html>. You agree that neither the programs nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

#### Disclaimer of Warranty and Exclusive Remedies

THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

#### No Technical Support

Our technical support organization will not provide technical support, phone support, or updates to you for the programs licensed under this agreement.

### Restricted Rights

If you distribute a license to the United States government, the programs, including documentation, shall be considered commercial computer software and you will place a legend, in addition to applicable copyright notices, on the documentation, and on the media label, substantially similar to the following:

#### NOTICE OF RESTRICTED RIGHTS

"Programs delivered subject to the DOD FAR Supplement are 'commercial computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the licensing restrictions set forth in the applicable Oracle license agreement. Otherwise, programs delivered subject to the Federal Acquisition Regulations are 'restricted computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the restrictions in FAR 52.227-19, Commercial Computer Software-Restricted Rights (June 1987). Oracle USA, Inc., 500 Oracle Parkway, Redwood City, CA 94065."

### End of Agreement

You may terminate this agreement by destroying all copies of the programs. We have the right to terminate your right to use the programs if you fail to comply with any of the terms of this agreement, in which case you shall destroy all copies of the programs.

### Relationship Between the Parties

The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

### Open Source

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

#### Entire Agreement

You agree that this agreement is the complete agreement for the programs and licenses, and this agreement supersedes all prior or contemporaneous agreements or representations. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

Last updated: 03/09/05

## Oracle JDBC Driver 10g Release 2 (10.2.0.3.0)

ORACLE TECHNOLOGY NETWORK DEVELOPMENT AND DISTRIBUTION LICENSE AGREEMENT "We," "us," and "our" refers to Oracle USA, Inc., for and on behalf of itself and its subsidiaries and affiliates under common control. "You" and "your" refers to the individual or entity that wishes to use the programs from Oracle. "Programs" refers to the software product you wish to download and use and program documentation. "License" refers to your right to use the programs under the terms of this agreement. This agreement is governed by the substantive and procedural laws of California. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to this agreement. We are willing to license the programs to you only upon the condition that you accept all of the terms contained in this agreement. Read the terms carefully and select the "Accept" button at the bottom of the page to confirm your acceptance. If you are not willing to be bound by these terms, select the "Do Not Accept" button and the registration process will not continue. License Rights We grant you a nonexclusive, nontransferable limited license to use the programs for purposes of developing your applications. You may also distribute the programs with your applications to your customers. If you want to use the programs for any purpose other than as expressly permitted under this agreement you must contact us, or an Oracle reseller, to obtain the appropriate license. We may audit your use of the programs. Program documentation is either shipped with the programs, or documentation may be accessed online at <http://otn.oracle.com/docs>. Ownership and Restrictions We retain all ownership and intellectual property rights in the programs. You may make a sufficient number of copies of the programs for the licensed use and one copy of the programs for backup purposes. You may not: - use the programs for any purpose other than as provided above; - distribute the programs unless accompanied with your applications; - charge your end users for use of the programs; - remove or modify any program markings or any notice of our proprietary rights; - use the programs to provide third party training on the content and/or functionality of the programs, except for training your licensed users; - assign this agreement or give the programs, program access or an interest in the programs to any individual or entity except as provided under this agreement; - cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs; - disclose results of any program benchmark tests without our prior consent; or, - use any Oracle name, trademark or logo. Program Distribution We grant you a nonexclusive, nontransferable right to copy and distribute the programs to your end users provided that you do not charge your end users for use of the programs and provided your end users may only use the programs to run your applications for their business operations. Prior to distributing the programs you shall require your end users to execute an agreement binding them to terms consistent with those contained in this section and the sections of this agreement entitled "License Rights," "Ownership and Restrictions," "Export," "Disclaimer of Warranties and Exclusive Remedies," "No Technical Support," "End of Agreement," "Relationship Between the Parties," and "Open Source." You must also include a provision stating that your end users shall have no right to distribute the programs, and a provision specifying us as a third party beneficiary of the agreement. You are responsible for obtaining these agreements with your end users. You agree to: (a) defend and indemnify us against all claims and damages caused by your distribution of the programs in breach of this agreements and/or failure to include the required contractual provisions in your end user agreement as stated above; (b) keep executed end user agreements and records of end user information including name, address, date

of distribution and identity of programs distributed; (c) allow us to inspect your end user agreements and records upon request; and, (d) enforce the terms of your end user agreements so as to effect a timely cure of any end user breach, and to notify us of any breach of the terms. Export You agree that U.S. export control laws and other applicable export and import laws govern your use of the programs, including technical data; additional information can be found on Oracle's Global Trade Compliance web site located at <http://www.oracle.com/products/export/index.html?content.html>. You agree that neither the programs nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation. Disclaimer of Warranty and Exclusive Remedies THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000). No Technical Support Our technical support organization will not provide technical support, phone support, or updates to you for the programs licensed under this agreement. Restricted Rights If you distribute a license to the United States government, the programs, including documentation, shall be considered commercial computer software and you will place a legend, in addition to applicable copyright notices, on the documentation, and on the media label, substantially similar to the following: NOTICE OF RESTRICTED RIGHTS "Programs delivered subject to the DOD FAR Supplement are 'commercial computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the licensing restrictions set forth in the applicable Oracle license agreement. Otherwise, programs delivered subject to the Federal Acquisition Regulations are 'restricted computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the restrictions in FAR 52.227-19, Commercial Computer Software-Restricted Rights (June 1987). Oracle USA, Inc., 500 Oracle Parkway, Redwood City, CA 94065." End of Agreement You may terminate this agreement by destroying all copies of the programs. We have the right to terminate your right to use the programs if you fail to comply with any of the terms of this agreement, in which case you shall destroy all copies of the programs. Relationship Between the Parties The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software. Open Source "Open Source" software - software available without charge for use, modification and distribution - is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form. If you use Open Source software in conjunction with the programs, you must ensure that your use does

not: (i) create, or purport to create, obligations of us with respect to the Oracle programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the Oracle programs. For example, you may not develop a software program using an Oracle program and an Open Source program where such use results in a program file(s) that contains code from both the Oracle program and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine the Oracle program with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Oracle program or any modifications thereto to become subject to the terms of the GPL. Entire Agreement You agree that this agreement is the complete agreement for the programs and licenses, and this agreement supersedes all prior or contemporaneous agreements or representations. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

## **OpenSSL 0.9.8h**

---

LICENSE ISSUES ===== The OpenSSL toolkit stays under a dual license, i.e. both the conditions of the OpenSSL License and the original SSLeay license apply to the toolkit. See below for the actual license texts. Actually both licenses are BSD-style Open Source licenses. In case of any license issues related to OpenSSL please contact openssl-core@openssl.org. OpenSSL License ----- /\*

===== Copyright (c) 1998-2008 The OpenSSL Project. All rights reserved. \* \* Redistribution and use in source and binary forms, with or without \* modification, are permitted provided that the following conditions \* are met: \* \* 1. Redistributions of source code must retain the above copyright \* notice, this list of conditions and the following disclaimer. \* \* 2. Redistributions in binary form must reproduce the above copyright \* notice, this list of conditions and the following disclaimer in \* the documentation and/or other materials provided with the \* distribution. \* \* 3. All advertising materials mentioning features or use of this \* software must display the following acknowledgment: \* "This product includes software developed by the OpenSSL Project \* for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)" \* \* 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to \* endorse or promote products derived from this software without \* prior written permission. For written permission, please contact \* openssl-core@openssl.org. \* \* 5. Products derived from this software may not be called "OpenSSL" \* nor may "OpenSSL" appear in their names without prior written \* permission of the OpenSSL Project. \* \* 6. Redistributions of any form whatsoever must retain the following \* acknowledgment: \* "This product includes software developed by the OpenSSL Project \* for use in the OpenSSL Toolkit (<http://www.openssl.org/>)" \* \* THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS''&| AND ANY \* EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE \* IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR \* PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR \* ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, \* SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT \* NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; \* LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) \* HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, \* STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) \* ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED \* OF THE POSSIBILITY OF SUCH DAMAGE. \*

===== This product includes cryptographic software written by Eric Young \* (eay@cryptsoft.com). This product includes software written by Tim \* Hudson (tjh@cryptsoft.com). \* \*/ Original SSLeay License ----- /\* Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com) \* All rights reserved. \* \* This package is an SSL implementation written \* by Eric Young (eay@cryptsoft.com). \* The implementation was written so as to conform with Netscapes SSL. \* \* This library is free for commercial and non-commercial use as long as \* the following conditions are aheared to. The following conditions \* apply to all code found in this distribution, be it the RC4, RSA, \* Ihash, DES, etc., code; not just the SSL code. The SSL documentation \* included with this distribution is covered by the same copyright terms \* except that the holder is Tim Hudson (tjh@cryptsoft.com). \* \* Copyright remains Eric Young's, and as such any Copyright notices in \* the code are not to be removed. \* If this package is used in a product, Eric Young should be given attribution \* as the author of the parts of the library used. \* This can be in the form of a textual message at program startup or \* in

documentation (online or textual) provided with the package. \* \* Redistribution and use in source and binary forms, with or without \* modification, are permitted provided that the following conditions \* are met: \* 1. Redistributions of source code must retain the copyright \* notice, this list of conditions and the following disclaimer. \* 2.

Redistributions in binary form must reproduce the above copyright \* notice, this list of conditions and the following disclaimer in the \* documentation and/or other materials provided with the distribution. \* 3. All advertising materials mentioning features or use of this software \* must display the following acknowledgement: \* "This product includes cryptographic software written by \* Eric Young (eay@cryptsoft.com)" \* The word 'cryptographic' can be left out if the routines from the library \* being used are not cryptographic related :-). \* 4. If you include any Windows specific code (or a derivative thereof) from \* the apps directory (application code) you must include an acknowledgement: \* "This product includes software written by Tim Hudson (tjh@cryptsoft.com)" \* \* THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS|&"&| AND \* ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE \* IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE \* ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE \* FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL \* DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS \* OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) \* HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT \* LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY \* OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF \* SUCH DAMAGE. \* \* The licence and distribution terms for any publically available version or \* derivative of this code cannot be changed. i.e. this code cannot simply be \* copied and put under another distribution licence \* [including the GNU Public Licence.] \*/

## Perl2exe 8.4

LICENSE AGREEMENT You should carefully read the following terms and conditions before using this software. Unless you have a different license agreement signed by IndigoSTAR Software, your use of this software indicates your acceptance of this license agreement and warranty. Registered Version Each registered copy of Perl2Exe may be used at a single workstation to create an unlimited number of exe files, subject to the following conditions: \* A separate registered copy of Perl2Exe must be obtained for each workstation on which Perl2Exe will be used even if such use is only temporary. This is not a "concurrent use" license. \* Exe files created by Perl2Exe are shipped with Run-time portions of Perl2Exe. No registered user, nor anyone else, may alter or modify the generated Exe files. You cannot give anyone else permission to modify the Exe files. \* Exe files generated by the registered version of Perl2Exe may be freely distributed. All rights not expressly granted in this license agreement are reserved entirely to IndigoSTAR Software Governing Law This agreement shall be governed by the laws of the Province of Ontario, Canada. Limited Warranty IndigoSTAR Software represents and warrants that the software and accompanying files will operate and function as documented, and that IndigoSTAR has full and sufficient right, title and authority to assign or grant the rights and/or licenses granted under this License Agreement. IndigoSTAR further warrants that neither the Software nor accompanying files infringe any intellectual property rights or similar rights of any 3rd party and agrees to indemnify you for any loss or damage related to a claim of infringement. Except for these limited warranties, this software and the accompanying files are sold "as is" and without warranties as to performance of merchantability or any other warranties whether expressed or implied. Because of the various hardware and software environments into which Perl2Exe may be put, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED. Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on it. The user must assume the entire risk of using the program. Except for claims based on breach of the limited warranties or the indemnity provided above, the liability of either party for claims arising under this Agreement will be limited exclusively to the amount of fees paid under this agreement. Shareware Version You are hereby licensed to use the shareware evaluation version of Perl2Exe for evaluation purposes without charge for a period of 30 days. This is not free software. If you use this software after the 30 day evaluation period a registration fee is required. Under no circumstances are you licensed to distribute Exe files created by the shareware evaluation version of Perl2Exe. Unregistered use of Perl2Exe after the 30 day evaluation period is in violation of copyright laws. Distribution of Perl2Exe You are hereby licensed to make as many copies of the shareware evaluation version of this software and documentation as you wish; give exact copies of the original shareware version to anyone; and distribute the shareware version of the software and documentation in its unmodified form via electronic means. There is no charge for any of the above. You are specifically prohibited from charging, or requesting donations, for any such copies, however made; and from distributing the software and/or documentation with other products (commercial or otherwise) without prior written permission, with one exception: Disk Vendors approved by the Association of Shareware Professionals are permitted to redistribute Perl2Exe subject to the conditions in this license, without specific written permission.

## PCRE 6.3

Portions of this product include software developed by Philip Hazel. The University of Cambridge Computing Service software is distributed in accordance with the following license agreement.

### THE BASIC LIBRARY FUNCTIONS

---

Written by: Philip Hazel

Email local part: ph10

Email domain: cam.ac.uk

University of Cambridge Computing Service,  
Cambridge, England. Phone: +44 1223 334714.

Copyright (c) 1997-2006 University of Cambridge

All rights reserved.

### THE C++ WRAPPER FUNCTIONS

---

Contributed by: Google Inc.

Copyright (c) 2006, Google Inc.

All rights reserved.

#### THE "BSD" LICENCE

---

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

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

\* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

\* Neither the name of the University of Cambridge nor the name of Google Inc. nor the names of their contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

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

End

## Rhino 1.6r4

The source code version of Rhino 1.6 Release 4 is licensed under the Mozilla Public License Version 1.1 which can be found at <http://www.mozilla.org/MPL/> and is made available for download from [http://opensrcd.ca.com/ips/P02056\\_4/](http://opensrcd.ca.com/ips/P02056_4/).

## SAXPath 1

This product includes software developed by the SAXPath Project (<http://www.saxpath.org/>). The SAXPath software is distributed in accordance with the following license agreement.

/\*--

\$Id: LICENSE,v 1.1 2002/04/26 17:43:56 jstrachan Exp \$

Copyright (C) 2000-2002 werken digital.

All rights reserved.

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

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

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the disclaimer that follows these conditions in the documentation and/or other materials provided with the distribution.

3. The name "SAXPath" must not be used to endorse or promote products

derived from this software without prior written permission. For written permission, please contact [license@sxpath.org](mailto:license@sxpath.org).

4. Products derived from this software may not be called "SAXPath", nor may "SAXPath" appear in their name, without prior written permission from the SAXPath Project Management ([pm@sxpath.org](mailto:pm@sxpath.org)).

In addition, we request (but do not require) that you include in the end-user documentation provided with the redistribution and/or in the software itself an acknowledgement equivalent to the following:

"This product includes software developed by the  
SAXPath Project (<http://www.sxpath.org/>)."

Alternatively, the acknowledgment may be graphical using the logos available at <http://www.sxpath.org/>

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

OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF  
SUCH DAMAGE.

This software consists of voluntary contributions made by many  
individuals on behalf of the SAXPath Project and was originally  
created by bob mcwhirter and  
James Strachan . For more information on the  
SAXPath Project, please see .

\*/

## SHA-1

This product includes software developed by Internet Society. The software is distributed in accordance with the following license agreement.

Copyright (C) The Internet Society (2001). All Rights Reserved.

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

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

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

## SQLite 3.6.1

SQLite Copyright SQLite is in the Public Domain All of the deliverable code in SQLite has been dedicated to the public domain by the authors. All code authors, and representatives of the companies they work for, have signed affidavits dedicating their contributions to the public domain and originals of those signed affidavits are stored in a firesafe at the main offices of Hwaci. Anyone is free to copy, modify, publish, use, compile, sell, or distribute the original SQLite code, either in source code form or as a compiled binary, for any purpose, commercial or non-commercial, and by any means. The previous paragraph applies to the deliverable code in SQLite - those parts of the SQLite library that you actually bundle and ship with a larger application. Portions of the documentation and some code used as part of the build process might fall under other licenses. The details here are unclear. We do not worry about the licensing of the documentation and build code so much because none of these things are part of the core deliverable SQLite library. All of the deliverable code in SQLite has been written from scratch. No code has been taken from other projects or from the open internet. Every line of code can be traced back to its original author, and all of those authors have public domain dedications on file. So the SQLite code base is clean and is uncontaminated with licensed code from other projects. **Obtaining An Explicit License To Use SQLite** Even though SQLite is in the public domain and does not require a license, some users want to obtain a license anyway. Some reasons for obtaining a license include: You are using SQLite in a jurisdiction that does not recognize the public domain. You are using SQLite in a jurisdiction that does not recognize the right of an author to dedicate their work to the public domain. You want to hold a tangible legal document as evidence that you have the legal right to use and distribute SQLite. Your legal department tells you that you have to purchase a license. If you feel like you really have to purchase a license for SQLite, Hwaci, the company that employs the architect and principal developers of SQLite, will sell you one. **Contributed Code** In order to keep SQLite completely free and unencumbered by copyright, all new contributors to the SQLite code base are asked to dedicate their contributions to the public domain. If you want to send a patch or enhancement for possible inclusion in the SQLite source tree, please accompany the patch with the following statement: The author or authors of this code dedicate any and all copyright interest in this code to the public domain. We make this dedication for the benefit of the public at large and to the detriment of our heirs and successors. We intend this dedication to be an overt act of relinquishment in perpetuity of all present and future rights to this code under copyright law. We are not able to accept patches or changes to SQLite that are not accompanied by a statement such as the above. In addition, if you make changes or enhancements as an employee, then a simple statement such as the above is insufficient. You must also send by surface mail a copyright release signed by a company officer. A signed original of the copyright release should be mailed to: Hwaci 6200 Maple Cove Lane Charlotte, NC 28269 USA A template copyright release is available in PDF or HTML. You can use this release to make future changes.

## **Sun JDK 1.4.2\_13**

This Product is distributed with Sun JRE 1.4.2\_13 (JAVATM2 RUNTIME ENVIRONMENT (J2RE), VERSION 1.4.2\_13) (Sun JRE). The Sun JRE is distributed in accordance with the Sun Microsystems, Inc. (Sun) Binary Code License Agreement set forth below. As noted in Section F of the Supplemental License Terms of this license, Sun has provided additional copyright notices and license terms that may be applicable to portions of the Sun JRE in the THIRDPARTYLICENSEREADME.txt file that accompanies the Sun JRE.

LICENSEE:

Sun Microsystems, Inc.

Binary Code License Agreement

for the

JAVATM 2 RUNTIME ENVIRONMENT (J2RE), STANDARD EDITION, VERSION 1.4.2\_X

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

1. DEFINITIONS. "Software" means the identified above in binary form, any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or

error corrections provided by Sun, and any user manuals, programming guides and other documentation provided to you by Sun under this Agreement. "Programs" mean Java applets and applications intended to run on the Java 2 Platform, Standard Edition (J2SE™ platform) platform on Java-enabled general purpose desktop computers and servers.

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

3. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Licensed Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement. Additional restrictions for developers and/or publishers licenses are set forth in the Supplemental License

Terms.

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

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

6. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.

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

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

INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF

LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE

OTHER SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. Some states do not allow the exclusion of incidental or

consequential damages, so some of the terms above may not be applicable to

you.

9.TERMINATION. This Agreement is effective until terminated. You may

terminate this Agreement at any time by destroying all copies of Software.

This Agreement will terminate immediately without notice from Sun if you

fail to comply with any provision of this Agreement. Either party may

terminate this Agreement immediately should any Software become, or in

either party's opinion be likely to become, the subject of a claim of

infringement of any intellectual property right. Upon Termination, you

must destroy all copies of Software.

10.EXPORT REGULATIONS. All Software and technical data delivered under

this Agreement are subject to US export control laws and may be subject to

export or import regulations in other countries. You agree to comply

strictly with all such laws and regulations and acknowledge that you have

the responsibility to obtain such licenses to export, re-export, or import

as may be required after delivery to you.

11.TRADEMARKS AND LOGOS. You acknowledge and agree as between you and Sun

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

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

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

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

**15.INTEGRATION.** This Agreement is the entire agreement between you and Sun

relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

#### SUPPLEMENTAL LICENSE TERMS

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

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

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

C. License to Distribute Redistributables. Subject to the terms and conditions of this Agreement, including but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in

the Software "README" file ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified (unless otherwise specified in the applicable README file), and only bundled as part of Programs, (ii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable README file), (iii) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (iv) you only distribute the Redistributables pursuant to a license agreement that protects Sun's interests consistent with the terms contained in the Agreement, (v) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.

D. Java Technology Restrictions. You may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that you create an additional class and associated API(s) which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate

specification for such API for free use by all developers. You may not create, or authorize your licensees to create, additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

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

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

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

## Sun JDK 1.6.0

This Product is distributed with Sun JDK 1.6.0 (JAVA SE DEVELOPMENT KIT (JDK), VERSION 6) (Sun JDK). The Sun JDK is distributed in accordance with the Sun Microsystems, Inc. (Sun) Binary Code License Agreement set forth below. As noted in Section G of the Supplemental License Terms of this license, Sun has provided additional copyright notices and license terms that may be applicable to portions of the Sun JDK in the THIRDPARTYLICENSEREADME.txt file that accompanies the Sun JDK.

Sun Microsystems, Inc. Binary Code License Agreement

for the JAVA SE DEVELOPMENT KIT (JDK), VERSION 6

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

1. DEFINITIONS. "Software" means the identified above  
in binary form, any other machine readable materials

(including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Sun, and any user manuals, programming guides and other documentation provided to you by Sun under this Agreement.

"Programs" mean Java applets and applications intended to run on the Java Platform, Standard Edition (Java SE) on Java-enabled general purpose desktop computers and servers.

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

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

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

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

gives you specific legal rights. You may have others, which vary from state to state.

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

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

exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.

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

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

9. TRADEMARKS AND LOGOS. You acknowledge and agree as

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

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

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

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

13. INTEGRATION. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

#### SUPPLEMENTAL LICENSE TERMS

These Supplemental License Terms add to or modify the terms of the Binary Code License Agreement. Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in

the Binary Code License Agreement . These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Binary Code License Agreement, or in any license contained within the Software.

A. Software Internal Use and Development License Grant. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software "README" file incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the Software complete and unmodified for the purpose of designing, developing, and testing your Programs.

B. License to Distribute Software. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software README file, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute the Software, provided that (i) you

distribute the Software complete and unmodified and only bundled as part of, and for the sole purpose of running, your Programs, (ii) the Programs add significant and primary functionality to the Software, (iii) you do not distribute additional software intended to replace any component(s) of the Software, (iv) you do not remove or alter any proprietary legends or notices contained in the Software, (v) you only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and (vi) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.

C. License to Distribute Redistributables. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software README file, including but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable,

limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Software "README" file ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified, and only bundled as part of Programs, (ii) the Programs add significant and primary functionality to the Redistributables, (iii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable README file), (iv) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (v) you only distribute the Redistributables pursuant to a license agreement that protects Sun's interests consistent with the terms contained in the Agreement, (vi) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.

D. Java Technology Restrictions. You may not create,

modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

E. Distribution by Publishers. This section pertains to your distribution of the Software with your printed book or magazine (as those terms are commonly used in the industry) relating to Java technology ("Publication"). Subject to and conditioned upon your compliance with the restrictions and obligations contained in the Agreement, in addition to the license granted in Paragraph 1 above, Sun hereby grants to you a non-exclusive, nontransferable limited right to reproduce complete and unmodified copies of the Software on electronic media (the "Media") for the sole purpose of inclusion and distribution with your Publication(s), subject to the following terms: (i) You may not distribute the Software on a stand-alone basis; it must be distributed with your Publication(s); (ii) You are responsible for downloading the Software from the applicable Sun web site; (iii) You must refer to the Software as JavaTM

SE Development Kit 6; (iv) The Software must be reproduced in its entirety and without any modification whatsoever (including, without limitation, the Binary Code License and Supplemental License Terms accompanying the Software and proprietary rights notices contained in the Software);

(v) The Media label shall include the following information: Copyright 2006, Sun Microsystems, Inc. All rights reserved. Use is subject to license terms. Sun, Sun Microsystems, the Sun logo, Solaris, Java, the Java Coffee Cup logo, J2SE, and all trademarks and logos based on Java are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries. This information must be placed on the Media label in such a manner as to only apply to the Sun Software; (vi) You must clearly identify the Software as Sun's product on the Media holder or Media label, and you may not state or imply that Sun is responsible for any third-party software contained on the Media; (vii) You may not include any third party software on the Media which is intended to be a replacement or substitute for the Software; (viii) You shall indemnify Sun for all damages arising from your failure to comply with the requirements of this Agreement. In addition, you shall defend, at your

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

F. Source Code. Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the

terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement.

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

H. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

I. Installation and Auto-Update. The Software's installation and auto-update processes transmit a limited amount of data to Sun (or its service provider) about those specific processes to help Sun

understand and optimize them. Sun does not associate the data with personally identifiable information.

You can find more information about the data Sun collects at <http://java.com/data/>.

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

## Sun JRE 1.5.0\_18

This Product is distributed with Sun JRE 1.5.0\_18 (JAVA 2 PLATFORM STANDARD EDITION DEVELOPMENT KIT 5.0) ("Sun JDK"). The Sun JDK is distributed in accordance with the Sun Microsystems, Inc. ("Sun") Binary Code License Agreement set forth below. As noted in Section G of the Supplemental License Terms of this license, Sun has provided additional copyright notices and license terms that may be applicable to portions of the Sun JDK in the THIRDPARTYLICENSEREADME.txt file.

Sun Microsystems, Inc. Binary Code License Agreement

for the JAVA 2 PLATFORM STANDARD EDITION DEVELOPMENT KIT 5.0

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

1. DEFINITIONS. "Software" means the identified above in binary form, any other machine readable materials

(including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Sun, and any user manuals, programming guides and other documentation provided to you by Sun under this Agreement. "General Purpose Desktop Computers and Servers" means computers, including desktop and laptop computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of Software in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: Software embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, netbooks, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems is excluded from this definition and not licensed under this Agreement. "Programs" means Java technology applets and applications intended to run on the Java 2 Platform Standard Edition (J2SE) platform on Java-enabled General Purpose Desktop Computers and Servers.

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

3. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Licensed Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement. Additional restrictions for developers and/or publishers licenses are set forth in the Supplemental License Terms.

4. LIMITED WARRANTY. Sun warrants to you that for a period

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

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

6. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT,

CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement.

The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.

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

8. EXPORT REGULATIONS. All Software and technical data

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

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

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

acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

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

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

13. INTEGRATION. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

## SUPPLEMENTAL LICENSE TERMS

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

### A. Software Internal Use and Development License Grant.

Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software "README" file incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the Software complete and unmodified for the purpose of designing, developing, and testing your Programs.

### B. License to Distribute Software.

Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software README file, including, but not limited to the Java Technology Restrictions of these

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

C. License to Distribute Redistributables. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software README file, including but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive,

non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Software "README" file ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified, and only bundled as part of Programs, (ii) the Programs add significant and primary functionality to the Redistributables, (iii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable README file), (iv) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (v) you only distribute the Redistributables pursuant to a license agreement that protects Sun's interests consistent with the terms contained in the Agreement, (vi) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.

D. Java Technology Restrictions. You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of,

classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

E. Distribution by Publishers. This section pertains to your distribution of the Software with your printed book or magazine (as those terms are commonly used in the industry) relating to Java technology ("Publication"). Subject to and conditioned upon your compliance with the restrictions and obligations contained in the Agreement, in addition to the license granted in Paragraph 1 above, Sun hereby grants to you a non-exclusive, nontransferable limited right to reproduce complete and unmodified copies of the Software on electronic media (the "Media") for the sole purpose of inclusion and distribution with your Publication(s), subject to the following terms: (i) You may not distribute the Software on a stand-alone basis; it must be distributed with your Publication(s); (ii) You are responsible for downloading the Software from the applicable Sun web site; (iii) You must refer to the Software as JavaTM 2 Platform Standard Edition Development Kit 5.0; (iv) The Software must be reproduced in its entirety and without any modification whatsoever (including, without limitation, the Binary Code License and Supplemental License Terms accompanying the Software and proprietary rights notices contained in the

Software); (v) The Media label shall include the following information: Copyright 2006, Sun Microsystems, Inc. All rights reserved. Use is subject to license terms. Sun, Sun Microsystems, the Sun logo, Solaris, Java, the Java Coffee Cup logo, J2SE, and all trademarks and logos based on Java are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries. This information must be placed on the Media label in such a manner as to only apply to the Sun Software; (vi) You must clearly identify the Software as Sun's product on the Media holder or Media label, and you may not state or imply that Sun is responsible for any third-party software contained on the Media; (vii) You may not include any third party software on the Media which is intended to be a replacement or substitute for the Software; (viii) You shall indemnify Sun for all damages arising from your failure to comply with the requirements of this Agreement. In addition, you shall defend, at your expense, any and all claims brought against Sun by third parties, and shall pay all damages awarded by a court of competent jurisdiction, or such settlement amount negotiated by you, arising out of or in connection with your use, reproduction or distribution of the Software and/or the Publication. Your obligation to provide indemnification under this section shall arise provided that Sun: (a) provides you prompt notice of the claim; (b) gives you sole

control of the defense and settlement of the claim; (c) provides you, at your expense, with all available information, assistance and authority to defend; and (d) has not compromised or settled such claim without your prior written consent; and (ix) You shall provide Sun with a written notice for each Publication; such notice shall include the following information: (1) title of Publication, (2) author(s), (3) date of Publication, and (4) ISBN or ISSN numbers. Such notice shall be sent to Sun Microsystems, Inc., 4150 Network Circle, M/S USCA12-110, Santa Clara, California 95054, U.S.A , Attention: Contracts Administration.

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

G. Third Party Code. Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file. In addition to any terms and conditions of any third party opensource/freeware license identified in the THIRDPARTYLICENSEREADME.txt file, the disclaimer of warranty

and limitation of liability provisions in paragraphs 5 and 6 of the Binary Code License Agreement shall apply to all Software in this distribution.

H. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

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

For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A.  
(LFI#143333/Form ID#011801)

## Tibco Enterprise Message Service 5.1.4

TIBCO Software Inc. End User License Agreement READ THIS END USER LICENSE AGREEMENT CAREFULLY. BY DOWNLOADING OR INSTALLING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR INSTALL THE SOFTWARE AND RETURN IT TO THE VENDOR FROM WHICH IT WAS PURCHASED. Upon your acceptance as indicated above, the following shall govern your use of the Software except to the extent all or any portion of the Software (a) is subject to a separate written agreement, or (b) is provided by a third party under the terms set forth in an Addenda at the end of this Agreement, in which case the terms of such addenda shall control over inconsistent terms with regard to such portion(s). License Grant. The Software is the property of TIBCO or its licensors and is protected by copyright and other laws. While TIBCO continues to own the Software, TIBCO hereby grants to Customer a limited, non-transferable, non-exclusive, license to use the Number of Units set forth in the Ordering Document solely for Customer's internal business use. License Term. The term of each license for the Software shall be either perpetual or on a term limited basis as set forth in the Ordering Document. If licensed on a term limited basis, the term shall be for a period of three years commencing on the Purchase Date, and on expiration, Customer must cease using and return or destroy all copies of the Software. Restrictions. Customer agrees not to (a) make more copies than the Number of Units (except for a reasonable number of copies for archival and disaster recovery purposes) or use any unlicensed versions of the Software; (b) provide access to the Software to anyone other than employees, contractors, or consultants under written contract with Customer agreeing to be bound by terms at least as protective of TIBCO as those in this End User License Agreement ("Authorized Users"); (c) sublicense, transfer, assign, distribute to any third party, pledge, lease, rent, or commercially share the Software or any of Customer's rights under this Agreement (for the purposes of the foregoing a change in control of Customer is deemed to be an assignment); (d) use the Software for purposes of providing a service bureau, including, without limitation, providing third-party hosting, or third-party application integration or application service provider-type services, or any similar services; (e) use the Software in connection with ultrahazardous activities, or any activity for which failure of the Software might result in death or serious bodily injury to Customer or a third party; or (f) directly or indirectly, in whole or in part, modify, translate, reverse engineer, decrypt, decompile, disassemble, make error corrections to, create derivative works based on, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software. Customer may engage in such conduct as is necessary to ensure the interoperability of the Software as required by law, provided that prior to commencing any decompilation or reverse engineering of any Software, Customer agrees to it shall observe strict obligations of confidentiality and provide TIBCO reasonable advance written notice and the opportunity to assist with and/or conduct such activity on Customer's behalf and at Customer's expense; and (g) notwithstanding the method of delivery of the Software, the scope of the licenses granted under this Agreement are limited to the Software as set forth in an Ordering Document. Beta and Evaluation Licenses. Notwithstanding the foregoing, if the Software is being provided for demonstration, beta testing, or evaluation purposes, then Customer agrees (a) to use the Software solely for such purposes, (b) that the Software will not be used or deployed in a production or development environment, and (c) that such use shall automatically terminate upon the earlier of thirty days from the date Customer receives the right to install the Software, or Customer's receipt of notice of termination from TIBCO. Maintenance. Maintenance, if ordered, including first year and

all subsequent years, is provided under the policies set forth in the Maintenance Program Guide in effect at the time Maintenance services are provided. The policies set forth in the Maintenance Program Guide, incorporated in this Agreement, are subject to change at TIBCO's discretion; however the level of Maintenance service provided by TIBCO will not be materially reduced during the period for which Maintenance fees have been paid by Customer. The current version of the Maintenance Program Guide can be accessed at <http://www.tibco.com/services/support/default.jsp>. To receive Maintenance, all Software must be properly licensed and annual Maintenance fees paid. TIBCO is not obligated to continue providing Maintenance if annual Maintenance fees have not been paid. Services. Customer may request additional services ("Services") either in an Ordering Document, or by a separate mutually executed work order, statement of work or other work-request document incorporating the term of this End User License Agreement (each, a "Work Order"). Unless otherwise expressly agreed to in a Work Order, all Services and any work product therefrom shall be (a) performed on a time and materials basis, plus meals, lodging, travel, and other expenses reasonably incurred in connection therewith, (b) deemed accepted upon delivery, and (c) exclusively owned by TIBCO (except for Confidential Information of Customer), including all right, title and intellectual property or other right or interest therein. Each Work Order is intended to constitute an independent and distinct agreement of the parties, notwithstanding that each shall be construed to incorporate all applicable provisions of this End User License Agreement. Limited Warranty. If Customer obtained the Software directly from TIBCO, then TIBCO warrants that for a period of thirty (30) days from the Purchase Date: (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software will substantially conform to its Documentation. This limited warranty extends only to the original Customer hereunder. Customer's sole and exclusive remedy and the entire liability of TIBCO and its licensors under this limited warranty will be, at TIBCO's option, repair, replacement, or refund of the Software and applicable Maintenance fees, in which event this End User License Agreement shall terminate upon refund thereof. This warranty does not apply to any Software which (a) is licensed for beta, evaluation, testing or demonstration purposes for which TIBCO does not receive a license fee, (b) has been altered or modified, except by TIBCO, (c) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by TIBCO, (d) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (e) is used in violation of any other term of this End User License Agreement. Customer agrees to pay TIBCO for any Maintenance or Services provided by TIBCO related to a breach of the foregoing on a time, materials, travel, lodging and other reasonable expenses basis. If Customer obtained the Software from a TIBCO reseller or distributor, the terms of any warranty shall be as provided by such reseller or distributor, and TIBCO provides Customer no warranty with respect to such Software. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, THE SOFTWARE, MAINTENANCE AND SERVICES ARE PROVIDED "AS IS", ALL EXPRESS OR IMPLIED CONDITIONS, TIBCO Enterprise Message Service License 2 | TIBCO Software Inc. End User License Agreement REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. CERTAIN THIRD PARTY SOFTWARE MAY BE PROVIDED TO CUSTOMER ALONG WITH CERTAIN TIBCO SOFTWARE AS AN ACCOMMODATION TO

CUSTOMER. THIS THIRD PARTY SOFTWARE IS PROVIDED "AS IS". CUSTOMER MAY CHOOSE NOT TO USE THIRD PARTY SOFTWARE PROVIDED AS AN ACCOMMODATION BY TIBCO. NO WARRANTY IS MADE REGARDING THE RESULTS OF ANY SOFTWARE, MAINTENANCE OR SERVICES OR THAT THE SOFTWARE WILL OPERATE WITHOUT ERRORS, PROBLEMS OR INTERRUPTIONS, OR THAT ERRORS OR BUGS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE'S FUNCTIONALITY, MAINTENANCE OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. NO TIBCO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS WARRANTY. **Indemnity.** If Customer obtained the Software from TIBCO directly, then TIBCO agrees at its own expense to defend or, at its option, to settle, any claim or action brought against Customer to the extent it is based on a claim that the unmodified Software infringes any patent issued by the United States, Canada, Australia, Japan, or any member of the European Union, or any copyright, or any trade secret of a third party; and TIBCO will indemnify and hold Customer harmless from and against any damages, costs and fees reasonably incurred (including reasonable attorneys' fees) that are attributable to such claim or action and which are assessed against Customer in a final judgment; provided that TIBCO is promptly notified in writing of such claim, TIBCO has the exclusive right to control such defense and/or settlement, and Customer shall provide reasonable assistance (at TIBCO's expense) in the defense thereof. In no event shall Customer settle any claim, action or proceeding without TIBCO's prior written approval. In the event of any such claim, litigation or threat thereof, TIBCO, at its sole option and expense, shall (a) procure for Customer the right to continue to use the Software or (b) replace or modify the Software with functionally equivalent software. If such settlement or modification is not commercially reasonable (in the reasonable opinion of TIBCO), TIBCO may cancel this End User License Agreement upon sixty days prior written notice to Customer, and refund to Customer the unamortized portion of the license fees paid to TIBCO by Customer based on a five-year straight-line depreciation. This Section states the entire liability of TIBCO with respect to the infringement of any intellectual property rights, and Customer hereby expressly waives any other liabilities or obligations of TIBCO with respect thereto. The foregoing indemnity shall not apply to the extent any infringement could have been avoided by use of the then-current release. **Limitation of Liability.** EXCEPT AS PROVIDED UNDER INDEMNITY OR RESULTING FROM A BREACH OF CONFIDENTIALITY (THE "EXCLUDED MATTERS"), IN NO EVENT WILL EITHER PARTY OR TIBCO'S LICENSORS BE LIABLE FOR ANY LOST DATA, LOST REVENUE, LOST PROFITS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE DAMAGES ARISING OUT OF THIS AGREEMENT, THE USE OR THE INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF ANY MAINTENANCE OR SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED MATTERS, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING ACTIVE OR PASSIVE NEGLIGENCE), BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES OR OTHERWISE, EXCEED THE PRICE PAID BY CUSTOMER UNDER THE APPLICABLE ORDERING DOCUMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED REMEDY OR LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. **Confidentiality.** "Confidential Information" means the terms of this End User License Agreement; all information marked by the disclosing party as

proprietary or confidential; any provided software, related documentation or related performance test results derived by Customer; and any methods, concepts or processes utilized in provided software or related documentation. Confidential Information shall remain the sole property of the disclosing party and shall not be disclosed to any non-Authorized User of either TIBCO or Customer without the prior written consent of the disclosing party. If Confidential Information is communicated orally, such communication shall be confirmed as "Confidential" in writing within thirty days of such disclosure. The parties agree to protect the Confidential Information of the other in the same manner it protects the confidentiality of similar information and data of its own (and at all times exercising at least a reasonable degree of care). Except with respect to the Software, items will not be deemed Confidential Information if (i) available to the public other than by a breach of an agreement with TIBCO, (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); or (v) produced in compliance with applicable law or court order, provided the other party is given reasonable notice of the same. Both parties agree to indemnify the other for any damages the other may sustain resulting from their unauthorized use and/or disclosure of the other's Confidential Information. Such damages shall include reasonable expenses incurred in seeking both legal and equitable remedies. To the extent required by law, at Customer's request, TIBCO shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of TIBCO's applicable fee. Customer agrees to observe obligations of confidentiality with respect to such information. To the extent TIBCO is exposed to individual personal data owned or otherwise held by Customer during the provision of Services, which is subject to various data protection laws and/or regulations ("Protected Data"), TIBCO agrees to treat such Protected Data in accordance with the Customer Privacy and Security Statement set forth at [http://www.tibco.com/customer\\_privacy\\_security\\_statement.jsp](http://www.tibco.com/customer_privacy_security_statement.jsp) (the "Statement"). The policies and procedures set forth in the Statement as well as those set forth in the Data Protection Policy Statement at [http://www.tibco.com/resources/data\\_protection\\_statement.pdf](http://www.tibco.com/resources/data_protection_statement.pdf) are in place to meet TIBCO's obligations for the protection, integrity and confidentiality of any Protected Data which exceed TIBCO's standard obligations to safeguard Confidential Information. Export. Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and agrees to obtain all necessary licenses to export, re-export, or import Software. Government Use. If the Software, Maintenance or Services are being or have been acquired with U.S. Federal Government funds, or TIBCO Enterprise Message Service License TIBCO Software Inc. End User License Agreement | 3 Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Maintenance or Services, or any related documentation of any kind, including technical data, or manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software, Maintenance and Services are COMMERCIAL ITEMS AS DEFINED BY THE FEDERAL ACQUISITION REGULATION. Use of the Software, Maintenance and Services by the Government is

further restricted according to the terms of this Agreement and any amendment hereto. Orders. An Ordering Document means any purchase order, similar document or agreement requesting Software, Maintenance or Services, which shall be deemed accepted only by issuance of a TIBCO invoice and solely for purposes of administrative convenience. None of the terms of the Ordering Document (other than the Software product name, Number of Units, level of Maintenance, description of Services, and fees due in connection therewith) shall apply for any reason or purpose whatsoever, regardless of any statement on any Ordering Document to the contrary, unless countersigned by an officer of TIBCO. This Agreement constitutes the entire agreement between the parties with respect to the use of the Software, Maintenance and Services, and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter hereof. All orders of Software, Maintenance or Services by Customer to TIBCO shall be deemed to occur with or without reference to, under the terms of this End User License Agreement, unless expressly superseded by a signed written agreement between the parties. Neither the license to use the Software granted in this Agreement nor the obligation to pay the license fees set forth above are dependent upon the performance by any party of any Services or the supply of any other software program or product. Software shall be delivered electronically, and delivery deemed complete when the Software is made available for download by Customer. Termination. Maintenance or Services may be terminated: (a) by either party upon a default of the other, such default remaining uncured for fifteen days from written notice from the non-defaulting party; (b) upon the filing for bankruptcy or insolvency of the other party, (c) by either party upon prior written notice at least sixty (60) days prior to the end of any annual Maintenance term; or (d) by Customer (for Services), upon ten days prior written notice or 30 days prior written notice by TIBCO. Termination of Maintenance or Services shall not terminate this End User License Agreement. Customer may terminate this End User License Agreement in its entirety at any time by destroying all copies of the Software. Upon termination or expiration of this End User License Agreement in its entirety, for any reason, Customer must cease using and return or destroy all copies of the Software. Customer's obligation to pay accrued charges and any fees due as of the date of termination, as well as the sections entitled "Confidentiality", "Limited Warranty" and "Limitation of Liability" shall survive any such termination. Authority. You hereby represent and warrant that you have full power and authority to accept the terms of this End User License Agreement on behalf of Customer, and that Customer agrees to be bound by this End User License Agreement. Definitions. In connection with this End User License Agreement Software product definitions are as set forth at <http://tibco.com/software/productdefinitions.jsp> which are hereby incorporated into the End User License Agreement and the following capitalized terms shall have the following meaning: "Customer" means the original purchaser or licensee of the Software and any permitted successors and assigns; "Documentation" means text material that accompanies the Software on delivery, which describes how to make use of that software. "Enterprise" means an unlimited Number of Units of the Software set forth in an Ordering Document as Enterprise, to be deployed by Customer during a period of one year (or such other period of time set forth in the Ordering Document) from the Purchase Date (the "Enterprise Term"), at which time, the Number of Units then deployed in Production and Non-Production use by Customer becomes fixed and Customer may not thereafter deploy additional Units. During the Enterprise Term, Customer's right to deploy an unlimited Number of Units does not extend to any entity

which acquires, is acquired by, merged into, or otherwise combined with Customer. Customer hereby agrees to provide TIBCO, within sixty (60) days after the end of the Enterprise Term, with written notice of the Number of Units deployed at the end of the Enterprise Term by Unit and License Type. In the event Customer elects to renew Maintenance (subject to the section entitled "Termination"), then during the Enterprise Term and for the first annual renewal thereafter, TIBCO agrees the annual Maintenance fee for the Software licensed on an Enterprise basis shall not increase by more than the percentage rate change in the United States Department of Labor - Consumer Price Index for All Urban Consumers (CPI-U) for the twelve month period immediately preceding the anniversary date of Maintenance. "Purchase Date" means the date the Ordering Document is accepted by TIBCO. "Project" means an unlimited Number of Units of the Software set forth in an Ordering Document as Project, to be deployed by Customer solely in connection with the description and scope of the Customer project set forth in the Ordering Document, during a period of one year (or such other time period set forth in the Ordering Document) from the Purchase Date (the "Project Term"), at which time, the Number of Units then deployed in Production and Non-Production use by Customer becomes fixed and Customer may not thereafter deploy additional Units. During the Project Term, Customer's right to deploy an unlimited Number of Units does not extend beyond the scope of the Project as set forth herein or to any entity which acquires, is acquired by, merged into, or otherwise combined with Customer. Customer hereby agrees to provide TIBCO, within sixty (60) days after the end of the Project Term, with written notice of the Number of Units deployed at the end of the Project Term by Unit and License Type. In the event Customer elects to renew Maintenance (subject to the section entitled "Termination"), then during the Project Term and for the first annual renewal thereafter, TIBCO agrees the annual Maintenance fee for the Software licensed on a Project basis shall not increase by more than the percentage rate change in the United States Department of Labor - Consumer Price Index for All Urban Consumers (CPI-U) for the twelve month period immediately preceding the anniversary date of Maintenance. "Severity" means the impact levels of an error, defect or malfunction, which under Maintenance are determined by TIBCO as follows: "Severity 1" is an emergency production situation where the Software is totally inoperable or fails catastrophically and there is no workaround; "Severity 2" is a detrimental situation (and there is no workaround) where (a) performance degrades substantially under reasonable loads causing a severe impact on use, (b) the Software is usable but materially incomplete; or (c) one or more mainline functions or commands is inoperable; "Severity 3" is where the Software is usable, but does not provide a function in the most convenient manner; and "Severity 4" is a minor problem or documentation error. "Software" means the most current, generally available object code version on all Platforms then currently available. Software does not include multiple Platforms if the software product licensed on a Platform specific basis as designated in the Software product name or as otherwise listed in an Ordering Document, including its Documentation and any subsequent Updates provided under Maintenance. For the purposes of the product definitions where "TIBCO Software" or "Licensor Software" is used it shall have the same meaning as "Software". "TIBCO" means TIBCO Software Inc. TIBCO Enterprise Message Service License 4 | TIBCO Software Inc. End User License Agreement and any entities, regardless of corporate status, controlled by, controlling, or under common control with TIBCO Software Inc. "Updates" means Software bug fixes, enhancements, and updates, if and when made generally available by TIBCO. Updates provided under Maintenance, warranty or which

are provided for any other reason by TIBCO, or TIBCO's authorized resellers or distributors (if applicable), are subject to the license rights, limitations and restrictions of the End User License Agreement. Special Product Provision. Embedded/Bundled Products. Some Software embeds or bundles other Software. Use of such embedded or bundled Software is solely to enable the functionality of the Software licensed under this Agreement, and may not be used or accessed by any other Software, or for any other purpose. Bundle. A collection of Software listed in TIBCO's then current price book to be sold together under a collective name such as "XXX Bundle" which consists of X, Y and Z. The Software which comprises a Bundle must be used in accordance with any specific license restrictions imposed in this Agreement and solely in conjunction with the components of the Bundle; provided that a Bundle component may be accessed by or communicate with other Software separately licensed by Customer. In no event may the Software which comprises a Bundle be used on a standalone basis. A Bundle is sold at a discount to the cost of licensing the individual components due to the restrictions imposed on the use of the Bundle by this section and any specific license restrictions imposed by this Agreement. If the terms of this Agreement with regard to a Bundle are breached, and such breach is not cured within ten (10) days of TIBCO notifying Customer in writing of the breach, TIBCO shall be entitled to invoice Customer for the list price of the individual components of the Bundle based upon the manner in which Customer has deployed and is making use of the components. Open Source Software. If Customer uses open source software or any other third party software not supplied by TIBCO in conjunction with the Software, Customer must ensure that its use does not: (i) create, or purport to create, obligations of use with respect to the Software; or (ii) grant, or purport to grant, to any third party any rights to or immunities under TIBCO's intellectual property or proprietary rights in the Software. Customer also may not combine Software with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Software or any modifications thereto to become subject to the terms of the GPL. Third Party Software. Third Party Software means third-party software identified by its company and/or product name, the provision of which by TIBCO is made solely as an accommodation and in lieu of Customer purchasing a license to Third Party Software directly from the third party vendor. General. All payments of fees due shall be made in U.S. dollars, net 30 from Purchase Date, or, for any other amounts coming due hereafter, net 30 from TIBCO's invoice. Fees do not include sales, use, withholding, value-added or similar taxes, and Customer agrees to pay all sales, use, value-added, goods and services, consumption, withholding, excise and any other similar taxes or government charges, exclusive of TIBCO's income tax. Customer agree to pay all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts. Except as set forth in the sections entitled "Limited Warranty" and "Indemnity" all fees paid under or in connection with this End User License Agreement are non-refundable and no right of set-off exists. A service charge of one and one-half percent per month will be applied to all invoices that are not paid on time. No delay in the performance of any obligation by either party, excepting all obligations to make payment, shall constitute a breach of this End User License Agreement to the extent caused by force majeure. Customer hereby grants TIBCO and its independent auditors the right to audit Customer's compliance with this End User License Agreement. If any portion of this End User License Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect. Governing Law. This End User License Agreement shall be governed by and construed in accordance with the laws of

the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto. Version 5.6, April 2008 Third-Party Software Notices OpenLDAP 2.1.30 OpenLDAP 2.4.11 Copyright© 1999-2003 The OpenLDAP Foundation, Redwood City, California, USA. All Rights Reserved. THIS SOFTWARE IS PROVIDED BY THE OPENLDAP FOUNDATION AND ITS CONTRIBUTORS "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OPENLDAP FOUNDATION, ITS CONTRIBUTORS, OR THE AUTHOR(S) OR OWNER(S) OF THE SOFTWARE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. OpenSSL 0.9.8i OpenSSL 1.2 Copyright (c) 1998-2008 The OpenSSL Project. All rights reserved. Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com) All rights reserved." SLF4J 1.4.2 Copyright (c) 2004-2007 QOS.ch All rights reserved. zlib 1.2.3 This product includes zlib software, copyright 1995–2003 Jean-loup Gailly and Mark Adler. ADDENDA: Third-Party Software License Agreements

## UnboundID LDAP SDK for Java 1.1.6

UnboundID LDAP SDK for Java (Standard Edition) Copyright 2007-2010 UnboundID Corp. The Standard Edition of the UnboundID LDAP SDK for Java is available under three licenses: the GNU General Public License version 2 (GPLv2), the GNU Lesser General Public License version 2.1 (LGPLv2.1) and a free-right-to-use use license created by UnboundID Corp.

### GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

### 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.

#### GNU LESSER GENERAL PUBLIC LICENSE

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

0. This License Agreement applies to any software library or other

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

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

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

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

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of

running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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

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

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

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

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

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

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

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

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those

sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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

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

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

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

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

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

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

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

therefore falls outside the scope of this License.

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

Section 6 states terms for distribution of such executables.

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

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

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6,

whether or not they are linked directly with the Library itself.

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

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

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood

that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

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

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

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

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

For an executable, the required form of the "work that uses the

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

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

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

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

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

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

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

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library

subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein.

You are not responsible for enforcing compliance by third parties with this License.

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

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

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the

integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

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

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

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

Each version is given a distinguishing version number. If the Library

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

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

#### NO WARRANTY

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

LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

END OF TERMS AND CONDITIONS

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

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

To apply these terms, attach the following notices to the library. It is

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

<one line to give the library's name and a brief idea of what it does.>

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

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

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

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

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

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the library, if

necessary. Here is a sample; alter the names:

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

<signature of Ty Coon>, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!

Copyright (C) 1989, 1991 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.

#### Preamble

The licenses for most software are designed to take away your  
freedom to share and change it. By contrast, the GNU General Public  
License is intended to guarantee your freedom to share and change free  
software--to make sure the software is free for all its users. This  
General Public License applies to most of the Free Software  
Foundation's software and to any other program whose authors commit to

using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

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

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

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

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

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

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

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

#### GNU GENERAL PUBLIC LICENSE

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

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law:

that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

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

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

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

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and

distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

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

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

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

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in

themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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

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

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

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

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

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

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

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

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

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the

original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

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

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

It is not the purpose of this section to induce you to infringe any

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

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

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

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

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

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

#### NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

#### END OF TERMS AND CONDITIONS

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

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

To do so, attach the following notices to the program. It is safest

to attach them to the start of each source file to most effectively  
convey the exclusion of warranty; and each file should have at least  
the "copyright" line and a pointer to where the full notice is found.

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

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

This program is free software; you can redistribute it and/or modify  
it under the terms of the GNU General Public License (GPLv2 only)  
as published by the Free Software Foundation.

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

You should have received a copy of the GNU General Public License  
along with this program; if not, see <<http://www.gnu.org/licenses>>.

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

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

Gnomovision version 69, Copyright (C) year name of author

Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'.

This is free software, and you are welcome to redistribute it

under certain conditions; type `show c' for details.

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

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

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

<signature of Ty Coon>, 1 April 1989

Ty Coon, President of Vice

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

UnboundID LDAP SDK Free Use License

THIS IS AN AGREEMENT BETWEEN YOU ("YOU") AND UNBOUNDID CORP. ("UNBOUNDID")

REGARDING YOUR USE OF UNBOUNDID LDAP SDK FOR JAVA AND ANY ASSOCIATED DOCUMENTATION, OBJECT CODE, COMPILED LIBRARIES, SOURCE CODE AND SOURCE FILES OR

OTHER MATERIALS MADE AVAILABLE BY UNBOUNDID (COLLECTIVELY REFERRED TO IN THIS

AGREEMENT AS THE ("SDK").

BY INSTALLING, ACCESSING OR OTHERWISE USING THE SDK, YOU ACCEPT THE TERMS OF

THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT

INSTALL, ACCESS OR USE THE SDK.

USE OF THE SDK. Subject to your compliance with this Agreement, UnboundID

grants to You a non-exclusive, royalty-free license, under UnboundID's

intellectual property rights in the SDK, to use, reproduce, modify and

distribute this release of the SDK; provided that no license is granted herein

under any patents that may be infringed by your modifications, derivative works

or by other works in which the SDK may be incorporated (collectively, your

"Applications"). You may reproduce and redistribute the SDK with your

Applications provided that you (i) include this license file and an

unmodified copy of the unboundid-ldapsdk-se.jar file; and (ii) such

redistribution is subject to a license whose terms do not conflict with or

contradict the terms of this Agreement. You may also reproduce and redistribute the SDK without your Applications provided that you redistribute the SDK complete and unmodified (i.e., with all "read me" files, copyright notices, and other legal notices and terms that UnboundID has included in the SDK).

**SCOPE OF LICENSES.** This Agreement does not grant You the right to use any UnboundID intellectual property which is not included as part of the SDK. The SDK is licensed, not sold. This Agreement only gives You some rights to use the SDK. UnboundID reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use the SDK only as expressly permitted in this Agreement.

**SUPPORT.** UnboundID is not obligated to provide any technical or other support ("Support Services") for the SDK to You under this Agreement. However, if UnboundID chooses to provide any Support Services to You, Your use of such Support Services will be governed by then-current UnboundID support policies.

**TERMINATION.** UnboundID reserves the right to discontinue offering the SDK and to modify the SDK at any time in its sole discretion. Notwithstanding anything contained in this Agreement to the contrary, UnboundID may also, in its sole discretion, terminate or suspend access to the SDK to You or any end user at any time. In addition, if you fail to comply with the terms of this Agreement, then any rights granted herein will be automatically terminated if such failure is not corrected within 30 days of the initial notification of such failure. You acknowledge that termination and/or monetary damages may not be a

sufficient remedy if You breach this Agreement and that UnboundID will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach. UnboundID may also terminate this Agreement if the SDK becomes, or in UnboundID's reasonable opinion is likely to become, the subject of a claim of intellectual property infringement or trade secret misappropriation. All rights and licenses granted herein will simultaneously and automatically terminate upon termination of this Agreement for any reason.

DISCLAIMER OF WARRANTY. THE SDK IS PROVIDED "AS IS" AND UNBOUNDID DOES NOT WARRANT THAT THE SDK WILL BE ERROR-FREE, VIRUS-FREE, WILL PERFORM IN AN UNINTERRUPTED, SECURE OR TIMELY MANNER, OR WILL INTEROPERATE WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA. TO THE MAXIMUM EXTENT ALLOWED BY LAW, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF UNBOUNDID HAD BEEN INFORMED OF SUCH PURPOSE), OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE HEREBY DISCLAIMED.

LIMITATION OF LIABILITY. IN NO EVENT WILL UNBOUNDID OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, DATA OR DATA USE, BUSINESS INTERRUPTION, COST OF COVER, DIRECT,

INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND)

ARISING OUT OF THE USE OF OR INABILITY TO USE THE SDK OR IN ANY WAY RELATED TO

THIS AGREEMENT, EVEN IF UNBOUNDID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES.

ADDITIONAL RIGHTS. Certain states do not allow the exclusion of implied

warranties or limitation of liability for certain kinds of damages, so the

exclusion of limited warranties and limitation of liability set forth above may

not apply to You.

EXPORT RESTRICTIONS. The SDK is subject to United States export control laws.

You acknowledge and agree that You are responsible for compliance with all

domestic and international export laws and regulations that apply to the SDK.

MISCELLANEOUS. This Agreement constitutes the entire agreement with respect to

the SDK. If any provision of this Agreement shall be held to be invalid,

illegal or unenforceable, the validity, legality and enforceability of the

remaining provisions shall in no way be affected or impaired thereby. This

Agreement and performance hereunder shall be governed by and construed in

accordance with the laws of the State of Texas without regard to its conflict

of laws rules. Any disputes related to this Agreement shall be exclusively

litigated in the state or federal courts located in Travis County, Texas.



## WSDL4J 1.5.1

Common Public License - v 1.0 THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS "Contribution" means: a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and b) in the case of each subsequent Contributor: i) changes to the Program, and ii) additions to the Program; where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program. "Contributor" means any person or entity that distributes the Program. "Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program. "Program" means the Contributions distributed in accordance with this Agreement. "Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

- a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.
- b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

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

3. REQUIREMENTS

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

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:

- 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 a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed. All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive. Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved. This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

## XNTP v.3-5.93

This product includes XNTP v.3-5.93. XNTP v.3-5.93 is distributed in accordance with the following notice and permission:

\*\*\*\*\*

\*

\*

\* Copyright (c) David L. Mills 1992, 1993, 1994, 1995, 1996 \*

\*

\*

\* Permission to use, copy, modify, and distribute this software and \*

\* its documentation for any purpose and without fee is hereby \*

\* granted, provided that the above copyright notice appears in all \*

\* copies and that both the copyright notice and this permission \*

\* notice appear in supporting documentation, and that the name \*

\* University of Delaware not be used in advertising or publicity \*

\* pertaining to distribution of the software without specific, \*

\* written prior permission. The University of Delaware makes no \*

\* representations about the suitability this software for any \*

\* purpose. It is provided "as is" without express or implied \*

\* warranty. \*

\*\*\*\*\*/

## XScreenSaver

Copyright © 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005 by Jamie Zawinski. Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation. No representations are made about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

## Zlib 1.2.3

This product includes zlib developed by Jean-loup Gailly and Mark Adler.

## ZThread 2.3.2

Portions of this product include software developed by Eric Crahen. The ZThread software is distributed in accordance with the following license agreement.

Copyright (c) 2005, Eric Crahen

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.