

eTrustTM Single Sign-On

Release Summary

r8



Computer Associates®

Second Edition

This documentation and related computer software program (hereinafter referred to as the "Documentation") is for the end user's informational purposes only and is subject to change or withdrawal by Computer Associates International, Inc. ("CA") at any time.

This documentation may not be copied, transferred, reproduced, disclosed or duplicated, in whole or in part, without the prior written consent of CA. This documentation is proprietary information of CA and protected by the copyright laws of the United States and international treaties.

Notwithstanding the foregoing, licensed users may print a reasonable number of copies of this documentation for their own internal use, provided that all CA copyright notices and legends are affixed to each reproduced copy. Only authorized employees, consultants, or agents of the user who are bound by the confidentiality provisions of the license for the software are permitted to have access to such copies.

This right to print copies is limited to the period during which the license for the product remains in full force and effect. Should the license terminate for any reason, it shall be the user's responsibility to return to CA the reproduced copies or to certify to CA that same have been 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 the end user or any third party for any loss or damage, direct or indirect, from the use of this documentation, including without limitation, lost profits, business interruption, goodwill, or lost data, even if CA is expressly advised of such loss or damage.

The use of any product referenced in this documentation and this documentation is governed by the end user's applicable license agreement.

The manufacturer of this documentation is Computer Associates International, Inc.

Provided with "Restricted Rights" as set forth in 48 C.F.R. Section 12.212, 48 C.F.R. Sections 52.227-19(c)(1) and (2) or DFARS Section 252.227-7013(c)(1)(ii) or applicable successor provisions.

© 2005 Computer Associates International, Inc.

All trademarks, trade names, service marks, and logos referenced herein belong to their respective companies.



Contents

Chapter 1: New Features

| | |
|--|-----|
| New Architecture and Interface | 1-1 |
| eTrust Identity and Access Management (eTrust IAM) | 1-1 |
| New Functionality | 1-3 |
| Server Failover and Server Sets | 1-3 |
| Default Settings for Authentication Providers | 1-4 |
| Warning Mode | 1-4 |
| New Support and Integration | 1-4 |
| Policy Server LINUX Support | 1-4 |

Chapter 2: Enhancements to Existing Features

| | |
|--|-----|
| Enhancements | 2-1 |
| Complex Compounded Expressions in Access Rules | 2-1 |
| Tcl Scripting Improvement - SSO run | 2-1 |
| Resolved Issues | 2-2 |
| Issues Resolved for eTrust SSO r8 | 2-2 |

Appendix A: Third Party Acknowledgements

| | |
|--|------|
| Apache | A-1 |
| Gary Smith Java Tree Menu | A-3 |
| Henry Spencer LibRegX | A-3 |
| Java™ 2 Runtime Environment (J2RE), Standard Edition, Version 1.4.x | A-4 |
| Java™ 2 Runtime Environment (J2RE), Standard Edition, Version 1.3.x | A-6 |
| Java™ 2 Software Development Kit (J2SDK), Standard Edition, Version 1.4.1_X | A-8 |
| JAVATM 2 Software Development Kit (J2SDK), Standard Edition, Version 1.4.2_X | A-10 |
| SUPPLEMENTAL LICENSE TERMS | A-14 |
| Java Authentication and Authorization Service (JAAS), Version 1.0_01 | A-17 |
| Java™ Cryptography Extension, Version 1.2.2 | A-19 |

| | |
|--|------|
| Java Naming and Directory Interface™ (JNDI), Version 1.2.1 | A-20 |
| Java™ Secure Socket Extension, Version 1.0.3_XX | A-22 |
| Java™ Web Services Developer Pack | A-24 |
| JavaBeans™ Activation Framework, Version 1.0.2 | A-29 |
| JavaMail™, Version 1.3 | A-30 |
| Morten's JavaScript Tree Menu v2.3.2 | A-32 |
| Microsoft Platform Software Development Kit for windows http services | A-32 |
| OpenLDAP | A-34 |
| The OpenLDAP Public License | A-34 |
| OpenLDAP | A-35 |
| The OpenLDAP Public License | A-35 |
| The OpenLDAP Copyright Notice..... | A-36 |
| OpenSSL | A-37 |
| Regex++ Library | A-39 |
| ROGUE WAVE® STINGRAY® LICENSE TERMS AND CONDITIONS (REV. 10-JUNE-2003) | A-40 |
| TCL | A-51 |
| Tom Sawyer Layout Assistant | A-52 |
| V5R1M0 Toolbox for Java®..... | A-56 |
| Limited Warranty | A-57 |
| Limitation of Liability | A-57 |
| General | A-58 |
| Country-unique Terms | A-58 |

New Features

This chapter discusses the new features and functionality that has been added to eTrust™ Single Sign-On r8 (eTrust SSO).

New Architecture and Interface

The following sections describe the new architecture and interface features that have been added to eTrust SSO r8.

eTrust Identity and Access Management (eTrust IAM)

eTrust SSO is now part of a suite of products called eTrust Identity and Access Management (eTrust IAM).

eTrust IAM is designed to give you a common architecture and user interface for all products within the eTrust IAM suite. This means that we have changed the product infrastructure to make it integrate more easily with the other products in the eTrust IAM suite, and we have provided a new management interface called the Identity and Access Manager (IA Manager).

The eTrust IAM suite of products includes:

- eTrust Admin
- eTrust Access Control
- eTrust Single Sign-On
- eTrust Web Access Control

Common Components Architecture

The eTrust IAM product suite is unified by a set of common components that create a central architecture that each of the products in the suite can integrate with. The common components are:

- Provisioning Server
- Web Application Server
- Policy Server
- Directory Server
- Workflow Server (eTrust Admin only)

These components each perform a particular function in the suite. You can install multiple common components on one computer or spread them across multiple computers.

Web Administration Interface (IA Manager)

The Identity and Access Manager (IA Manager) is a web-based interface that lets you administer the eTrust IAM suite of products.

IA Manager provides a unified administrative view for provisioning users and policy-based management of resources.

You can use the IA Manager to perform some of the tasks currently performed in the Policy Manager that comes with eTrust SSO. For this release you can use both the IA Manager and the Policy Manager.

IA Manager lets administrators and users perform basic administrative tasks related to:

- Identity-based user management
- Account-based user management
- Application management

New Functionality

The following sections describe the new functionality features that have been added to eTrust SSO r8.

Server Failover and Server Sets

eTrust SSO r8 introduces the concept of “server sets” which refers to the ability to group servers together. Server Sets:

- Improve user experience because the servers can be given a user-friendly name, instead of relying on the machine name.
- Improve network utilization for roaming users by letting them select the “closest” policy server to use.
- Improve the user experience when client failover is used (as opposed to a hardware load balancer) through the introduction of an offline timer.

Server set functionality is defined in the SSO Client.

Failover Functionality

Administrators can now configure Policy Server and Authentication Host failover so that if one server fails, the SSO Client will automatically try the next server defined in the list.

Failover is designed to extend the fault tolerance of the eTrust SSO Client during its interaction with Policy Servers and authentication hosts. The Failover feature means that the SSO Client will automatically fall back to using a substitute server or authentication host if the currently selected server fails to respond in a timely fashion.

Server Set Selection

Administrators can now group servers together and give them meaningful names. For example, if a user needs to use a different Authentication Server when they logon from home, to when they logon at work, the Administrators can set up two different server sets, “Logon at Home” and “Logon at Work”. Then when the user logs on at home, they can select “Logon at Home” from the drop-down list on the SSO Client logon screen.

Administrators can create multiple Server Sets to cover a number of different logon situations.

Default Settings for Authentication Providers

To simplify authentication host configuration, for the different authentication providers, eTrust SSO now provides default settings that represent the most common scenarios. This makes configuration easier for eTrust SSO administrators.

For example, for Active Directory authentication, sAMAccountName is set as the default attribute representing the user ID (UID), and port 636 is set as the default port for password change operations.

Warning Mode

eTrust SSO now supports warning mode on resources. This significantly aids implementation, allowing administrators to test rules which may have unintended side effects.

In warning mode, all access requests are granted. Instead of preventing an unauthorized user from accessing an application, a record is written to the audit log.

New Support and Integration

The following section describe the new support and integration features that have been added to eTrust SSO r8.

Policy Server LINUX Support

eTrust SSO has additional support for the Policy Server on a Linux platform. The Policy Server already supports:

- Solaris
- AIX
- HP-UX

Enhancements to Existing Features

This chapter gives you an outline of what features have been enhanced for eTrust SSO r8. This chapter also lists the Issues that have been resolved since eTrust SSO r7.

Enhancements

This section describes what has been enhanced for eTrust SSO r8.

Complex Compounded Expressions in Access Rules

Access rules for generic and application resources can now be defined using complex compounded expressions. You can combine multiple conditions to further refine accessors.

Tcl Scripting Improvement - SSO run

The *run* extension invokes a program. In previous versions of eTrust SSO, DOS-based programs invoked by the SSO run extension would display the actual *ssointrp* command in the application title bar instead of the path of the application. Any application launched using the SSO run command will now show the path to the application.

Resolved Issues

This section lists all the major issues that have been raised in the CA bug and issue tracking system called StarTrak since eTrust SSO r7.

Issues Resolved for eTrust SSO r8

This table lists all the major bugs and issues that were resolved between eTrust SSO r7 and eTrust SSO r8.

| STAR or Test Fix Number | Description |
|--------------------------------|---|
| 12492395 | Auth Host Failover functionality |
| 12967342 | New Cert Auth Agent |
| 12991081 | Novell Authentication – GUI username blank |
| 13150806 | Auth Dialog placement request (to cover Toolbar) |
| 13176144 | Screensaver and SSO GINA StationLock problem |
| 13206247 | Client unlock issues |
| 13211926 | Ability to configure the Windows authentication to use the physically nearest domain controller. |
| 13268058 | Problems with SSO Tcl extension LockInput |
| 13327245 | SsoCInt.ini default setting change for GINAUnlockTimeout |
| 13329589 | ssointrp C++ crash relating to use of waittext function |
| 13335668 | html_connect to work in an embedded web browser |
| 13411534 | Auth Host Failover functionality |
| 13447419 | GINA C-A-D screen will not display after network services are all started |
| 13572692 | Usernames containing forbidden Windows characters are written to the user cache file with the hex equivalent of the forbidden character |
| 13602810 | GINA passthrough functionality |
| 13677132 | Client configured to only accept certificates from PKCS11 device |
| 13794896 | Enable adding of a third-party authentication method without a required GUID |
| 13818324 | DefaultAppIcon and DefaultIconOrder re-enabled |

| STAR or Test Fix Number | Description |
|------------------------------------|---|
| 13846634 | StartupFolder enabled for silent installation |
| 13846643 | Preserve server set definition during silent installation |
| 13872017 | Log configuration file for SSO Interpreter |
| 13884681 | Interpreter to process pressing of right-hand Ctrl key |

Third Party Acknowledgements

Apache

This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>). The Apache software is distributed in accordance with the following license agreement.

The Apache Software License, Version 1.1

Apache Ant 1.5.3

Copyright (C) 2000-2003 The Apache Software Foundation. All rights reserved.

Apache Axis 1.1

Copyright (c) 2002 The Apache Software Foundation. All rights reserved.

Apache Cactus 1.5

Copyright (c) 2001-2003 The Apache Software Foundation. All rights reserved.

Apache Jakarta-Oro 2.0

Copyright (c) 2000-2002 The Apache Software Foundation. All rights reserved.

Apache Log4j 1.2.8

Copyright (c) 1999 The Apache Software Foundation. All rights reserved.

Apache Tomcat 4.1.29

Copyright (c) 1999, 2000 The Apache Software Foundation. All rights reserved.

Apache Xalan C++ 1.6

Copyright (c) 1999 The Apache Software Foundation. All rights reserved.

Apache Xalan Java 2.5.2

Copyright (c) 1999-2003 The Apache Software Foundation. All rights reserved.

Apache Xerces C++ 2.3

Copyright (c) 1999-2001 The Apache Software Foundation. All rights reserved.

Apache Xerces Java 2.6

Copyright (C) 1999-2003 The Apache Software Foundation. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>)."
Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "Ant", "Axis", "Cactus", "The Jakarta Project", "Jakarta-Oro", "log4j", "Tomcat", "Xalan", "Xerces", "Apache" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org.
5. Products derived from this software may not be called "Apache" or "Jakarta-Oro", nor may "Apache" or "Jakarta-Oro" appear in their name, without prior written permission of the Apache Software Foundation.

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

Apache Ant, Axis, Cactus, Jakarta-Oro, Log4J and Tomcat consist of voluntary contributions made by many individuals on behalf of the Apache Software Foundation. For more information on the Apache Software Foundation, please see <http://www.apache.org/>.

Portions of Apache Jakarta-Oro are based upon software originally written by Daniel F. Savarese. We appreciate his contributions.

Apache Xalan C++ and Xalan Java consist of voluntary contributions made by many individuals on behalf of the Apache Software Foundation and were originally based on software copyright (c) 1999, Lotus Development Corporation, <http://www.lotus.com>. For more information on the Apache Software Foundation, please see <http://www.apache.org/>.

Apache Xerces C++ and Xerces Java consist of voluntary contributions made by many individuals on behalf of the Apache Software Foundation and were originally based on software copyright (c) 1999, International Business Machines, Inc., <http://www.ibm.com>. For more information on the Apache Software Foundation, please see <http://www.apache.org/>.

Gary Smith Java Tree Menu

```
/**  
 * Features 991122, Copyright (c) 1997-1999 by Gary Smith <smith@best.com>  
 *  
 * You are granted a royalty free license to use or modify this  
 * software provided that this copyright notice appears on all copies.  
 * You may not reprint this software without permission from the author.  
 * This software is provided "AS IS," without a warranty of any kind.  
 */
```

Henry Spencer LibRegX

This product includes software developed by the University of California, Berkeley and its contributors. The software is distributed in accordance with the following agreement.

Copyright (c) 1992 Henry Spencer.

Copyright (c) 1992, 1993

The Regents of the University of California. All rights reserved.

This code is derived from software contributed to Berkeley by Henry Spencer of the University of Toronto.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the University of California, Berkeley and its contributors.
4. Neither the name of the University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

@(#)regex.h 8.2 (Berkeley) 1/3/94

Java™ 2 Runtime Environment (J2RE), Standard Edition, Version 1.4.x

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by Sun Microsystems, Inc. contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Title to Java™ 2 Runtime Environment (J2RE), Standard Edition, Version 1.4.x (the “Software”) and all associated intellectual property rights is retained by Sun Microsystems, Inc. (“Sun”) and/or its licensors. Licensee acknowledges that the Software is not designed 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.

The Software is provided "AS IS". As to any claim made by Licensee against Sun respecting the Software, Licensee’s exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace the Software media or refund the fee paid for the Software which Licensee acknowledges is \$0. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

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.

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 THE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability exceed the amount paid by Licensee to Sun for the Software under this agreement which Licensee acknowledges is \$0. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Sun may terminate Licensee’s right to use the Software if Licensee fails to comply with any provision of this agreement. Upon such termination, Licensee must destroy all copies of the Software.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action related to this agreement in which Sun is a party will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

Licensee acknowledges that the Software may automatically download, install, and execute applets, applications, software extensions, and updated versions of the Software from Sun ("Software Updates"), which may require Licensee 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.

Licensee acknowledges that, by Licensee's use of the Software and/or by requesting services that require use 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.

Licensee acknowledges and agrees as between Licensee 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 Licensee agrees to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use Licensee makes of the Sun Marks inures to Sun's benefit.

Licensee acknowledges that Sun may terminate this agreement immediately should the Software become, or in Sun'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#119611/Form ID#011801)

Java™ 2 Runtime Environment (J2RE), Standard Edition, Version 1.3.x

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by Sun Microsystems, Inc. contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Title to Java 2 Runtime Environment (J2RE), Version 1.3.x (the “Software”) and all associated intellectual property rights is retained by Sun Microsystems, Inc. (“Sun”) and/or its licensors. Licensee acknowledges that the 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.

The Software is provided "AS IS". As to any claim made by Licensee against Sun respecting the Software, Licensee’s exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace the Software media or refund the fee paid for the Software which Licensee acknowledges is \$0. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

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.

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 THE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability exceed the amount paid by Licensee to Sun for the Software under this agreement which Licensee acknowledges is \$0. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Sun may terminate Licensee’s right to use the Software if Licensee fails to comply with any provision of this agreement. Upon such termination, Licensee must destroy all copies of the Software.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action related to this agreement in which Sun is a party will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

Licensee acknowledges and agrees as between Licensee 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 Licensee agrees to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use Licensee makes of the Sun Marks inures to Sun's benefit.

Licensee acknowledges that Sun may terminate this agreement immediately should the Software become, or in Sun'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#128935/Form ID#011801)

Java™ 2 Software Development Kit (J2SDK), Standard Edition, Version 1.4.1_X

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by Sun Microsystems, Inc. contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Title to Java™ 2 Software Development Kit (J2SDK), Standard Edition, Version 1.4.1_X (the "Software") and all associated intellectual property rights is retained by Sun Microsystems, Inc. ("Sun") and/or its licensors. Licensee acknowledges that Licensed Software is not designed 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.

The Software is provided "AS IS". As to any claim made by Licensee against Sun respecting the Software, Licensee's exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace the Software media or refund the fee paid by Licensee to Sun for the Software which Licensee acknowledges is \$0.

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. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

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. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Sun may terminate Licensee's right to use the Software if Licensee fails to comply with any provision of this agreement. Upon termination, Licensee must destroy all copies of the Software.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action related to this agreement in which Sun is a party will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

Licensee acknowledges that the Software may automatically download, install, and execute applets, applications, software extensions, and updated versions of the Software from Sun ("Software Updates"), which may require Licensee 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.

Licensee acknowledges that, by Licensee's use of the Software and/or by requesting services that require use 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.

Licensee acknowledges and agrees as between Licensee 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 Licensee agrees to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use Licensee makes of the Sun Marks inures to Sun's benefit.

Licensee acknowledges that Sun may terminate this agreement immediately should the Software become, or in Sun'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#128935/Form ID#011801)

JAVATM 2 Software Development Kit (J2SDK), Standard Edition, Version 1.4.2_X

Sun Microsystems, Inc. Binary Code License Agreement for the JAVATM 2 SOFTWARE DEVELOPMENT KIT (J2SDK), 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 (J2SETM 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. 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. 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 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. 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 Java™ 2 Software Development Kit, Standard Edition, Version 1.4.2; (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 2003, 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: (i) provides you prompt notice of the claim; (ii) gives you sole control of the defense and settlement of the claim; (iii) provides you, at your expense, with all available information, assistance and authority to defend; and (iv) 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.

For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A.
(LFI#129530/Form ID#011801)

Java Authentication and Authorization Service (JAAS), Version 1.0_01

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by Sun Microsystems, Inc. contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Title to Java Authentication and Authorization Service (JAAS), Version 1.0_01 (the "Software") and all associated intellectual property rights is retained by Sun Microsystems, Inc. ("Sun") and/or its licensors. Licensee acknowledges that the Software is not designed 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.

The Software is provided "AS IS". Licensee's exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace the Software media or refund the fee paid by Licensee to Sun for the Software which Licensee acknowledges is \$0.

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. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

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 THE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Sun may terminate Licensee's right to use the Software if Licensee fails to comply with any provision of this agreement. Upon termination, Licensee must destroy all copies of the Software.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action related to this agreement in which Sun is a party will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

Licensee acknowledges and agrees as between Licensee 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 Licensee agrees to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use Licensee makes of the Sun Marks inures to Sun's benefit. Licensee acknowledges that Sun may terminate this agreement immediately should the Software become, or in Sun'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#124424/Form ID#011801)

Java™ Cryptography Extension, Version 1.2.2

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by Sun Microsystems, Inc. contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Title to Java™ Cryptography Extension, Version 1.2.2 (the "Software") and all associated intellectual property rights is retained by Sun Microsystems, Inc. ("Sun") and/or its licensors. Licensee acknowledges that the 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.

The Software is provided "AS IS". As to any claim made by Licensee against Sun respecting the Software, Licensee's exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace the Software media or refund the fee paid by Licensee to Sun for the Software which Licensee acknowledges is \$0.

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. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

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 THE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Sun may terminate Licensee's right to use the Software if Licensee fails to comply with any provision of this agreement. Upon termination, Licensee must destroy all copies of the Software.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action related to this agreement in which Sun is a party will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

Licensee acknowledges and agrees as between Licensee 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 Licensee agrees to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use Licensee makes of the Sun Marks inures to Sun's benefit.

Licensee acknowledges that Sun may terminate this agreement immediately should the Software become, or in Sun'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#113313/Form ID#011801)

Java Naming and Directory Interface™ (JNDI), Version 1.2.1

And any of the following:

DNS Service Provider Version 1.2

LDAP Service Provider Version 1.2.4

NIS Service Provider Version 1.2.1

RMI Registry Service Provider Version 1.2.1

FS Context Service Provider Version 1.2 beta 3 release

COS Naming Service Provider Version 1.2.1

DSML v1 Service Provider Version 1.2

JNDI/LDAP Booster Pack Version 1.0

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by Sun Microsystems, Inc. contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Title to Java Naming and Directory Interface™ (JNDI), Version 1.2.1 and the above named Service Providers (collectively the “Software”) and all associated intellectual property rights is retained by Sun Microsystems, Inc. (“Sun”) and/or its licensors. Licensee acknowledges that the 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.

The Software is provided "AS IS". As to any claim made by Licensee against Sun respecting the Software, Licensee’s exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace the Software media or refund the fee paid by Licensee to Sun for the Software which Licensee acknowledges is \$0. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

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.

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 THE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Sun may terminate Licensee’s right to use the Software if Licensee fails to comply with any provision of this agreement. Upon termination, Licensee must destroy all copies of the Software.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action related to this agreement in which Sun is a party will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

Licensee acknowledges and agrees as between Licensee 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 Licensee agrees to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use Licensee makes of the Sun Marks inures to Sun's benefit.

Licensee acknowledges that Sun may terminate this agreement immediately should the Software become, or in Sun'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#107226/Form ID#011801)

Java™ Secure Socket Extension, Version 1.0.3_XX

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by Sun Microsystems, Inc. contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Title to Java™ Secure Socket Extension, Version 1.0.3_XX (the "Software") and all associated intellectual property rights is retained by Sun Microsystems, Inc. ("Sun") and/or its licensors. Licensee acknowledges that the 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.

The Software is provided "AS IS". As to any claim made by Licensee against Sun respecting the Software, Licensee's exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace the Software media or refund the fee paid by Licensee to Sun for the Software which Licensee acknowledges is \$0.

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. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

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 THE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Sun may terminate Licensee's right to use the Software if Licensee fails to comply with any provision of this agreement. Upon termination, Licensee must destroy all copies of the Software.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action related to this agreement in which Sun is a party will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

Licensee acknowledges and agrees as between Licensee 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 Licensee agrees to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use Licensee makes of the Sun Marks inures to Sun's benefit. Licensee acknowledges that Sun may terminate this agreement immediately should the Software become, or in Sun'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#130035/Form ID#011801)

Java™ Web Services Developer Pack

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.

JAVATM WEB SERVICES DEVELOPER PACK, VERSION 1.1

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 4 (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.
2. **License to Distribute Software.** 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 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".

3. 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".
4. 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.
5. 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.

6. 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.
7. 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.
8. Third Party Licenses. Additional copyright notices and license terms applicable to portions of the software are set forth in the THIRDPARTYLICENSEREADME file.
9. 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.

This software is provided "AS IS," without a warranty of any kind. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED. SUN MICROSYSTEMS, INC. ("SUN") AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE AS A RESULT OF USING, MODIFYING OR DISTRIBUTING THIS SOFTWARE OR ITS DERIVATIVES. IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

JavaBeans™ Activation Framework, Version 1.0.2

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by Sun Microsystems, Inc. contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Title to JavaBeans™ Activation Framework, Version 1.0.2 (the "Software") and all associated intellectual property rights is retained by Sun Microsystems, Inc. ("Sun") and/or its licensors. Licensee acknowledges that the 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.

The Software is provided "AS IS". As to any claim made by Licensee against Sun respecting the Software, Licensee's exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace the Software media or refund the fee paid by Licensee to Sun for the Software which Licensee acknowledges is \$0. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

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.

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 THE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Sun may terminate Licensee's right to use the Software if Licensee fails to comply with any provision of this agreement. Upon termination, Licensee must destroy all copies of the Software.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action related to this agreement in which Sun is a party will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

Licensee acknowledges that Sun is under no obligation to support the Software or to provide Licensee with updates or error corrections. Licensee acknowledges that the Software may have defects or deficiencies which cannot or will not be corrected by Sun.

Licensee acknowledges and agrees as between Licensee 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 Licensee agrees to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use Licensee makes of the Sun Marks inures to Sun's benefit.

Licensee acknowledges that Sun may terminate this agreement immediately should the Software become, or in Sun'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. 901 San Antonio Road, Palo Alto, California 94303
(LFI#115020/Form ID#011801)

JavaMail™, Version 1.3

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by Sun Microsystems, Inc. contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Title to JavaMail™, Version 1.3 (the "Software") and all associated intellectual property rights is retained by Sun Microsystems, Inc. ("Sun") and/or its licensors. Licensee acknowledges that the 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.

The Software is provided "AS IS". As to any claim made by Licensee against Sun respecting the Software, Licensee's exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace the Software media or refund the fee paid by Licensee to Sun for the Software which Licensee acknowledges is \$0. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

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.

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 THE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Sun may terminate Licensee's right to use the Software if Licensee fails to comply with any provision of this agreement. Upon termination, Licensee must destroy all copies of the Software.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action related to this agreement in which Sun is a party will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

Licensee acknowledges and agrees as between Licensee 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 Licensee agrees to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use Licensee makes of the Sun Marks inures to Sun's benefit.

Licensee acknowledges that Sun may terminate this agreement immediately should the Software become, or in Sun'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#114176/Form ID#011801)

Morten's JavaScript Tree Menu v2.3.2

This product includes software developed by Morten Wang & contributors. The software is distributed in accordance with the following copyright and permission notices.

Copyright (c) 2001-2002, Morten Wang & contributors All rights reserved.

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

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

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

* Neither the name "Morten's JavaScript Tree Menu" nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

Microsoft Platform Software Development Kit for windows http services

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any redistributable files provided by Microsoft Corporation contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such redistributable files, these terms are not superseded by any written agreement between CA and Licensee:

Microsoft Platform Software Development Kit for windows http services (the "Software Product") is protected by copyright and other intellectual property laws and treaties. Microsoft Corporation ("Microsoft") or its suppliers own the title, copyright, and other intellectual property rights in the Software Product. The Software Product is licensed, not sold.

Microsoft reserves all rights not expressly granted to Licensee in this agreement.

Without prejudice to any other rights, Microsoft may cancel this agreement if Licensee does not abide by the terms and conditions of this agreement, in which case Licensee must destroy all copies of the Software Product and all of its component parts.

To the maximum extent permitted by applicable law, the Software Product is provided AS IS AND WITH ALL FAULTS; and Microsoft and its suppliers hereby disclaim with respect to the Software Product all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also there is no warranty, duty or condition of title, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION or non-infringement.

To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any special, incidental, indirect, punitive or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and 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 Product under or in connection with any provision of this agreement, even if Microsoft or any supplier has been advised of the possibility of such damages.

Notwithstanding any damages that Licensee might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), as to any claim made by Licensee against Microsoft respecting the Software Product, the entire liability of Microsoft and any of its suppliers under any provision of this agreement and Licensee's exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by Licensee to Microsoft for the Software Product, which Licensee acknowledges is \$0, or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose. The foregoing shall not affect any warranties provided in any other applicable agreement between Licensee and CA.

Notwithstanding anything to the contrary contained in any agreement between Licensee and CA, any action in which Microsoft is a party with respect to this agreement will be governed: a) by the laws of the State of Washington if Licensee acquired the Software Product in the United States; or b) unless expressly prohibited by local law, by the laws in force in the Province of Ontario, Canada if Licensee acquired the Software Product in Canada; and, in respect of any dispute which may arise hereunder, Licensee consents to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this Software Product was acquired outside the United States, then local law may apply.

OpenLDAP

This product includes software developed by the OpenLDAP Foundation, OpenLDAP Project (<http://www.openldap.org/>). The OpenLDAP software is distributed in accordance with the following agreement.

The OpenLDAP Public License

Version 2.3, 28 July 2000

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

1. Redistributions of source code must retain copyright statements and notices.
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.
3. Redistributions must contain a verbatim copy of this document.
4. The name "OpenLDAP" must not be used to endorse or promote products derived from this Software without prior written permission of the OpenLDAP Foundation.
5. Products derived from this Software may not be called "OpenLDAP" nor may "OpenLDAP" appear in their names without prior written permission of the OpenLDAP Foundation.
6. Due credit should be given to the OpenLDAP Project (<http://www.openldap.org/>).
7. The OpenLDAP Foundation may revise this license from time to time. Each revision is distinguished by a version number. You may use the 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 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 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.

OpenLDAP is a trademark of the OpenLDAP Foundation.

Copyright 1999-2000 The OpenLDAP Foundation, Redwood City,

California, USA. All Rights Reserved. Permission to copy and distributed verbatim copies of this document is granted.

OpenLDAP

Portions of this product include software developed by the OpenLDAP Foundation. The OpenLDAP 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.

The OpenLDAP Copyright Notice

Copyright 1998-2004 The OpenLDAP Foundation

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted only as authorized by the OpenLDAP Public License.

A copy of this license is available in the file LICENSE in the top-level directory of the distribution or, alternatively, at
<<http://www.OpenLDAP.org/license.html>>.

OpenLDAP is a registered trademark of the OpenLDAP Foundation.

Individual files and/or contributed packages may be copyright by other parties and subject to additional restrictions.

This work is derived from the University of Michigan LDAP v3.3 distribution. Information concerning this software is available at <<http://www.umich.edu/~dirsvcs/ldap/>>.

This work also contains materials derived from public sources.

Additional information about OpenLDAP can be obtained at <<http://www.openldap.org/>>.

Portions Copyright 1998-2004 Kurt D. Zeilenga.
Portions Copyright 1998-2004 Net Boolean Incorporated.
Portions Copyright 2001-2004 IBM Corporation.
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted only as authorized by the OpenLDAP Public License.

Portions Copyright 1999-2003 Howard Y.H. Chu.
Portions Copyright 1999-2003 Symas Corporation.
Portions Copyright 1998-2003 Hallvard B. Furuseth.
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that this notice is preserved. The names of the copyright holders may not be used to endorse or promote products derived from this software without their specific prior written permission. This software is provided ``as is'' without express or implied warranty.

Portions Copyright (c) 1992-1996 Regents of the University of Michigan.
All rights reserved.

Redistribution and use in source and binary forms are permitted provided that this notice is preserved and that due credit is given to the University of Michigan at Ann Arbor. The name of the University may not be used to endorse or promote products derived from this software without specific prior written permission. This software is provided ``as is'' without express or implied warranty.

OpenSSL

Terms and Conditions for the Use of The OpenSSL Toolkit

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by The OpenSSL Project and Eric Young contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

Copyright (c) 1998-2000 The OpenSSL Project. All rights reserved.

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).

Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com). All rights reserved.

The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com).

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.

Regex++ Library

Copyright (c) 1998-9 Dr John Maddock

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. Dr John Maddock makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

Footnotes:

- 1) Localised versions may translate the above notice into the native language of the version.
- 2) The above notice applies to source code and documentation, users who are distributing only binary forms, need only indicate, somewhere in their documentation or in their help | about notice that the product uses this library and that the copyright is Dr John Maddock 1998-9

ROGUE WAVE® STINGRAY® LICENSE TERMS AND CONDITIONS (REV. 10-JUNE-2003)

THE FOLLOWING TERMS AND CONDITIONS CREATE A SOFTWARE LICENSE AGREEMENT (“LICENSE AGREEMENT”) BETWEEN ROGUE WAVE SOFTWARE, INC. (REFERRED TO AS “ROGUE WAVE”) AND THE INDIVIDUAL OR SINGLE ENTITY REFERRED TO HEREIN AS “YOU” OR “LICENSEE” FOR THE “LICENSED SOFTWARE” (AS DEFINED BELOW). PLEASE READ THESE LICENSE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING OR USING THE LICENSED SOFTWARE. ROGUE WAVE IS WILLING TO GRANT LICENSEE THE FOLLOWING LICENSE TO USE THE LICENSED SOFTWARE ACCORDING TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT ONLY ON THE CONDITION THAT LICENSEE ACCEPTS ALL TERMS AND CONDITIONS IN THIS LICENSE AGREEMENT.

IF THE LICENSED SOFTWARE IS AN UPDATED OR NEW VERSION OF ANY SOFTWARE FOR WHICH YOU HAVE PREVIOUSLY EXECUTED A WRITTEN SOFTWARE LICENSE AGREEMENT WITH ROGUE WAVE (“ORIGINAL SOFTWARE LICENSE AGREEMENT”), THE TERMS AND CONDITIONS OF SUCH ORIGINAL SOFTWARE LICENSE AGREEMENT SHALL APPLY AND SUPERCEDE THE TERMS OF THIS LICENSE AGREEMENT. IN ALL OTHER CASES THE TERMS OF THIS LICENSE AGREEMENT SHALL APPLY AND THESE LICENSE TERMS AND CONDITIONS WILL CONSTITUTE THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES ANY AND ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS OR AGREEMENTS, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE SUBJECT MATTER HEREOF. ANY TERM OR CONDITION IN ANY PURCHASE ORDER OR OTHER DOCUMENT FURNISHED BY LICENSEE THAT IS IN ADDITION TO OR INCONSISTENT WITH THIS LICENSE AGREEMENT IS HEREBY EXPRESSLY REJECTED. THE LICENSED SOFTWARE IS LICENSED AND NOT SOLD.

BY CLICKING ON THE “ACCEPT” BUTTON BELOW, OR BY INSTALLING OR USING THE LICENSED SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS BELOW, ROGUE WAVE IS UNWILLING TO LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU SHOULD CLICK ON THE “DO NOT ACCEPT” BUTTON BELOW TO DISCONTINUE THE INSTALLATION PROCESS. IN SUCH CASE, YOU MAY, WITHIN TEN (10) DAYS AFTER YOUR RECEIPT OF THE LICENSE SOFTWARE, RETURN IT, ALONG WITH ITS ORIGINAL PACKAGING AND PROOF OF PURCHASE, AND YOU WILL RECEIVE A REFUND OF THE PURCHASE PRICE.

1. DEFINITIONS.

1.1 “Application” means a software application that makes use of or incorporates the RW Libraries in its implementation without exposing any part of the Licensed Software application programming interface either directly or indirectly.

1.2 “Licensed Developer” means an individual software developer, employed by or under contract to Licensee, whom Licensee has designated as a “Licensed Developer,” and for whom Licensee has paid the applicable per product or per module license fees required to authorize such person to use such products or modules to develop Applications on Licensee’s behalf.

1.3 “Licensed Software” means the Rogue Wave software components, in source code or binary form, for which Licensee has paid the applicable per product or per module license fees, together with the user guides, build guides, reference manuals and other documentation accompanying such software components or otherwise made available by Rogue Wave (collectively, the “Documentation”), any executables delivered with the software components and any modified or updated versions of any of the foregoing made available to Licensee pursuant to Licensee’s purchase of Maintenance and Support.

1.4 “Maintenance and Support” means the technical support and software maintenance services on the Licensed Software for which Licensee has paid the applicable fees.

1.5 “RW Libraries” means any Licensed Software library, in binary form, intended to be embedded in an Application or used in the execution of an Application.

2. LICENSE GRANTS.

2.1 Development License Grant. Subject to the terms and conditions of this License Agreement, Rogue Wave grants to Licensee a nonexclusive, nontransferable, perpetual, limited right and license to: (a) permit Licensed Developers to install and use the Licensed Software, on a per product or per module basis, for the sole purpose of creating Applications; (b) permit a reasonable number of other persons employed by or under contract to Licensee to install and use the Licensed Software for the sole purpose of building the RW Libraries, and to use the RW Libraries for the sole purpose of linking, compiling or testing Applications created by Licensed Developers; and (c) copy or have copied the Licensed Software and RW Libraries as necessary for the purpose of exercising the rights granted under this Section 2.1 or for back-up or disaster recovery purposes, provided, that Rogue Wave’s copyright notice and other proprietary rights notices are reproduced on each copy.

2.2 Deployment and Distribution License Grant. Subject to the terms and conditions of this License Agreement, Rogue Wave grants to Licensee a nonexclusive, nontransferable, perpetual, royalty-free, limited right and license to: (a) install and use the RW Libraries in connection with the execution of Applications created in compliance with Section 2.1, on CPUs owned or leased by Licensee or contractors under Licensee's control, which are located at facilities owned or leased by Licensee or contractors under Licensee's control; (b) distribute and grant to Licensee's customers pursuant to a license agreement at least as protective of the rights of Rogue Wave as this License Agreement the right to install and use the RW Libraries in connection with the execution of Applications created in compliance with Section 2.1, on CPUs owned or leased by such customers or contractors under such customers' control, which are located at facilities owned or leased by such customers or contractors under such customers' control; and (c) copy or have copied the RW Libraries embedded in or used in the execution of Applications as necessary for the purpose of exercising the rights granted under this Section 2.2 or for back-up or disaster recovery purposes, provided, that Rogue Wave's copyright notice and other proprietary rights notices are reproduced on each copy.

3. LICENSE RESTRICTIONS AND LICENSEE RESPONSIBILITIES.

3.1 Development Restrictions. The development rights granted to Licensee in Section 2.1 may only be exercised by individual developers employed by or under contract to Licensee that Licensee has designated as "Licensed Developers" and for whom Licensee has paid the applicable per product or per module development license fees. If one Licensed Developer ceases to be employed by or under contract to Licensee or permanently ceases work on projects involving the Licensed Software, then Licensee may designate an alternate developer to replace such Licensed Developer at no additional cost. However, the development license is not a concurrent license that may be used by numerous developers in shifts. Licensee may not create a programmatic interface that makes use of the Licensed Software application programming interfaces for use by any party other than Licensed Developers and must ensure that persons other than Licensed Developers do not have programmatic access to the Licensed Software or RW Libraries either directly or indirectly. Nothing herein shall grant Licensee the right to grant its customers the right to programmatically use or grant others the right to programmatically use the Licensed Software or RW Libraries.

3.2 General Use Limitations. All rights not specifically granted herein are retained by Rogue Wave. Licensee may not, nor may Licensee permit any other person or entity to use, copy, modify, or distribute the Licensed Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof (including the RW Libraries), or the Documentation except as expressly authorized by Rogue Wave. Licensee may not modify or port the Licensed Software or RW Libraries to operate on or deploy the RW Libraries or Applications on platforms other than those for which it has paid the appropriate fees. Licensee may not, nor may Licensee permit any other person or entity to, reverse assemble, reverse compile, or otherwise translate any binary forms of the Licensed Software, except to the extent applicable laws specifically prohibit such restriction. Licensee's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the License Agreement in its entirety to (1) a successor in interest of Licensee's entire business who assumes the obligations of this License Agreement or (2) any other party who is reasonably acceptable to Rogue Wave, enters into a substitute version of this License Agreement, and pays an administrative fee intended to cover attendant costs. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by Rogue Wave. If Licensee uses, copies, or modifies the Licensed Software or RW Libraries or transfers possession of any copy, adaptation, transcription, or merged portion thereof to any other party in any way not expressly authorized by Rogue Wave, all licenses under this License Agreement are automatically terminated.

3.3 Proprietary Protection. Rogue Wave shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Software and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Rogue Wave. This License Agreement does not provide Licensee with title or ownership of the Licensed Software, but only a right of limited use. Licensee must keep the Licensed Software free and clear of all claims, liens, and encumbrances.

3.4 Compliance Verification. Licensee must have a commercially-reasonable process in place to track the number of developers using the Licensed Software in order to ensure that the appropriate license fees have been paid. Licensee will, upon Rogue Wave's request, certify in writing the number developers using the Licensed Software, on a per product or per module basis, as of the date of the request. In the event Licensee fails to provide such certification within thirty (30) days of Rogue Wave's request, or, if Rogue Wave reasonably believes that a certification provided by Licensee is inaccurate or that Licensee is otherwise not in compliance with the terms of this License Agreement, Licensee will permit Rogue Wave, or a mutually-approved independent representative, to enter Licensee's premises, during regular business hours, to verify Licensee's compliance with the terms of this License Agreement.

3.5 Confidentiality of Source Code. Licensee agrees to maintain in confidence the source code version of the Licensed Software by using at least the same physical and other security measures as Licensee uses for its own confidential technical information and documentation, but in no case less than reasonable measures. Licensee further agrees not to disclose the source code version of the Licensed Software, or any aspect thereof (including, without limitation, header files), to anyone other than employees or contractors who have a need to know or obtain access to such information in order to support Licensee's authorized use of the Licensed Software and are bound to protect such information against any other use or disclosure. These obligations shall not apply to any information generally available to the public, ascertainable based on the operation of the binary code version of Applications, independently developed or obtained without reliance on Rogue Wave's information, or approved for release by Rogue Wave without restriction.

3.6 Development of Applications. The Licensed Software is intended for use by sophisticated developers. Licensee is responsible for selecting persons who are qualified to use the Licensed Software on Licensee's own equipment and are familiar with the Licensed Software. Licensee is also responsible for ensuring a proper environment and proper utilities for the development and execution of Applications utilizing the Licensed Software. Licensee represents that it has the requisite expertise to evaluate the suitability of the Licensed Software and that it has undertaken its own investigation of the suitability of the Licensed Software in the Applications. Licensee represents that it has relied upon its own skill and judgment in selecting the Licensed Software and developing the Applications.

3.7 Relationship with End Users. There are no third party beneficiaries to this License Agreement. Consequently, Rogue Wave provides no warranty at all to any person, other than the limited warranty provided to Licensee hereunder. Licensee will be solely responsible for the development of the Applications authorized by this License Agreement and for providing all support or services required or requested by end users of the Applications. Licensee will not make any representations or warranties to its employees, customers, end users or any other third party on Rogue Wave's behalf. Rogue Wave assumes no responsibility under this License Agreement, either directly or indirectly, for damages to Licensee or third parties resulting from the direct or indirect use of the Applications created by or on behalf of Licensee and Licensee shall defend and hold harmless Rogue Wave from any such damages. Licensee hereby agrees to indemnify and hold harmless Rogue Wave from and against any and all claims, actions, or demands arising with respect to Applications developed and/or distributed by Licensee, with the sole exception of those matters for which Rogue Wave bears responsibility under Section 6 of this License Agreement. The foregoing indemnity shall be contingent upon Rogue Wave: (1) giving written notice to the Licensee of any claim, demand, or action for which indemnity is sought; (2) fully cooperating in the defense or settlement of any such claim, demand, or action; and (3) obtaining the prior written agreement of the Licensee to any settlement or proposal of settlement.

3.8 Remedies. Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Rogue Wave will not have an adequate remedy in money or damages. Rogue Wave will therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without posting a bond. Rogue Wave's right to obtain injunctive relief shall not limit its right to seek further remedies.

4. MAINTENANCE AND SUPPORT OF LICENSED SOFTWARE. Rogue Wave or its authorized resellers shall provide Maintenance and Support on the Licensed Software at the level and for the period for which Licensee has paid the applicable fees. Maintenance and Support services provided by Rogue Wave are provided in accordance with Rogue Wave's Stingray maintenance and support and obsolescence policies, which are subject to change. Maintenance and Support is limited to platforms listed on Rogue Wave's current product support matrix, which is also subject to change. Licensee is responsible for ensuring that its development and deployment environment is on the current product support matrix. Off-matrix support is available from Rogue Wave for an additional fee. At the end of any maintenance and support period, Rogue Wave or its authorized reseller may send Licensee a pro forma invoice for renewal of maintenance and support. Licensee may renew maintenance and support for the period set forth in such pro forma invoice by paying the fees set forth therein. If Licensee fails to pay the fees set forth in the pro forma invoice by the end of the then current maintenance and support period, then maintenance and support shall terminate as of the end of such period.

5. LIMITED WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY.

5.1 Limited Warranty. Rogue Wave warrants to Licensee that the unaltered Licensed Software, when used as permitted under the License Agreement and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation for a period of sixty (60) days from the date of delivery (the "Software Warranty Period"). The Licensed Software is provided to Licensee as source code and is for use by sophisticated software developers, and Rogue Wave does not warrant that use of the Licensed Software will be uninterrupted or error-free, that all errors will be corrected, or that use of the Licensed Software will meet Licensee's needs. Rogue Wave will, at its own expense and as its sole obligation and Licensee's sole and exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Licensed Software reported to Rogue Wave by Licensee in writing during the Software Warranty Period; provided, however, that no such error correction provided to Licensee will extend the original Software Warranty Period. If Rogue Wave determines that it is unable to correct the error, Rogue Wave may, upon approval by Licensee, refund to Licensee the fees paid by the Licensee for the defective Licensed Software and terminate the License Agreement and all licenses granted herein. In the event Licensee does not approve of such refund and termination of the License Agreement, Licensee will be entitled to keep the Licensed Software and use it pursuant to the licenses granted herein; provided, however, that Rogue Wave will not be obligated to provide Maintenance and Support for the Licensed Software that is impacted by the reported defect.

5.2 Exclusions. The limited warranty set forth above will not apply to defects resulting from, or because of, modifications made to the Licensed Software by anyone other than Rogue Wave, misuse, failure of media not furnished by Rogue Wave, operation with media, software or equipment not authorized by Rogue Wave in the Documentation or not meeting or not maintained in accordance with the supplier's specifications, or causes other than ordinary use. The warranty set forth above will not be enlarged, diminished or affected by, and no obligation or liability will arise from, Rogue Wave's rendering of technical advice, assistance or service in connection with Licensee's selection or use of the Licensed Software.

5.3 DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5.1 ABOVE, THE LICENSED SOFTWARE IS PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. ROGUE WAVE SPECIFICALLY DISCLAIMS ALL OTHER PROMISES, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING.

5.4 LIMITATION OF LIABILITY. THE CUMULATIVE LIABILITY OF ROGUE WAVE TO LICENSEE FOR ALL CLAIMS RELATING TO THE LICENSED SOFTWARE AND THIS LICENSE AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO ROGUE WAVE HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS LICENSE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION PROVIDED IN SECTION 6 HEREOF. ROGUE WAVE SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACK-UP PRECAUTIONS. IN NO EVENT SHALL ROGUE WAVE BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE, EVEN IF ROGUE WAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS LICENSE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (E.G., CONSUMER LAWS) THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF SUCH LAWS APPLY, CERTAIN EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO LICENSEE; HOWEVER, ALL OTHER RESTRICTIONS AND LIMITATIONS SHALL REMAIN IN EFFECT.

6. INDEMNIFICATION. If a third party claims that the Licensed Software infringes its patent, copyright, or trade secret, or any similar intellectual property right, Rogue Wave will defend Licensee against that claim at Rogue Wave's expense and pay all damages that a court finally awards, provided that Licensee promptly notifies Rogue Wave in writing of the claim, and allows Rogue Wave to control, and cooperates with Rogue Wave in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Licensee agrees to permit Rogue Wave to enable Licensee to continue to use the Licensed Software, or to modify or replace it. If Rogue Wave determines that none of these alternatives is reasonably available, Licensee will agree to return the Licensed Software on Rogue Wave's written request, and Licensee will then receive a credit equal to the net book value for the Licensed Software determined in accordance with generally accepted accounting principles. However, Rogue Wave has no obligation for any claim based on Licensee's modification of the Licensed Software or its combination, operation, or use with any product, data, or apparatus not specified or provided by Rogue Wave, provided that such claim solely and necessarily is based on such combination, operation, or use, and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by Rogue Wave. THIS PARAGRAPH STATES ROGUE WAVE'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

7. TERMINATION.

7.1 Term. The term of this License Agreement will begin as of the date that Licensee receives the Licensed Software and will remain in effect perpetually unless terminated under this Section 7.

7.2 Termination for Cause. Rogue Wave may terminate this License Agreement if Licensee breaches its obligations hereunder. Rogue Wave will effect such termination by giving Licensee notice of termination, specifying therein the alleged breach. If the breach is curable, Licensee will have a grace period of thirty (30) days after such notice is served to cure the breach described therein. If the breach is cured within the thirty (30) day grace period, then this License Agreement will remain in effect; otherwise, this License Agreement will automatically terminate upon the conclusion of the thirty (30) day grace period.

7.3 Effect of Termination. Upon termination of the License Agreement for any reason the following terms shall apply: (a) all rights granted under this License Agreement will immediately terminate and Licensee must immediately stop all use of the Licensed Software; (b) Licensee must return to Rogue Wave or destroy all copies of the Licensed Software provided to or made by or on behalf of Licensee, and will, within ten (10) days after the effective date of termination, provide Rogue Wave with written certification that all such copies have been returned or destroyed; and (c) all provisions of this License Agreement with the exception of the licenses granted in Section 2 and Maintenance and Support obligations set forth in Section 4 will survive termination of this License Agreement for any reason. Termination of the License Agreement will not affect Licensee's obligation to pay all amounts accrued hereunder prior to the effective date of termination.

8. MISCELLANEOUS.

8.1 Severability. If any term or provision of the License Agreement is found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, the License Agreement will remain in full force and effect, and in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.2 Governing Law/Forum Selection. The License Agreement and the parties' rights and obligations hereunder shall be solely and exclusively construed, interpreted and enforced under and in accordance with the laws of the State of Colorado, United States of America, without any reference to conflicts of law principles. The parties agree that the U.N. Convention on the International Sale of Goods shall not apply to the License Agreement. Any and all disputes between the parties that cannot be amicably resolved, arising under, out of, or otherwise relating to the License Agreement, Licensed Software or any services provided by Rogue Wave to Licensee shall be brought and resolved solely and exclusively in the state or federal courts located in the State of Colorado, United States of America. Both parties hereby irrevocably consent to the jurisdiction of such courts and service of process in connection therewith. Any judgment rendered by such courts may be entered and enforced by any court having jurisdiction over the party against which an award is entered or its assets. Both parties hereby irrevocably waive any objections to the jurisdiction of such courts based on any ground, including without limitation improper venue or *forum non conveniens*.

8.3 No Joint Venture. Nothing contained in the License Agreement will be construed so as to make the parties partners or joint venturers or to permit either party to bind the other party to any agreement or purport to act on behalf of the other party in any respect.

8.4 Waiver and Modifications. Failure by either party to enforce any rights under this License Agreement will not be construed as a waiver of such rights, and a waiver by either party of a default hereunder in one or more instances will not be construed as constituting a continuing waiver or as a waiver in other instances. No modification of this License Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

8.5 Import/Export Law. Licensee may not import, use or otherwise export or re-export the Licensed Software except as authorized by United States law and the laws of the jurisdiction in which the Licensed Software was obtained.

8.6 Taxes. License fees and Maintenance and Support fees are exclusive of, and Licensee will pay, all shipping charges and all taxes, duties and other charges or fees imposed by governmental authorities arising out of the License Agreement or the use of the Licensed Software by Licensee and its Licensed Developer(s). In addition, if any Licensed Software will be delivered to points outside of the United States, all export duties, import duties, tariffs, value added taxes, licenses and other similar taxes, duties and fees will be paid by Licensee.

8.7 U.S. Government Rights. The Licensed Software is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Software with only those rights set forth in this License Agreement.

8.8 English Language. The parties hereto have expressly required that the present License Agreement be drawn up in the English language. / Les parties aux présentes, ont expressément exigé que la présente Convention soient réédigées en langue anglaise.

| |
|--|
| THE LICENSED SOFTWARE IS PROTECTED BY UNITED STATES COPYRIGHT LAW AND INTERNATIONAL TREATY. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES. |
|--|

Copyright 1995-2003, Rogue Wave Software, Inc.. All Rights Reserved.

Protected by copyright and licenses restricting use, copying, distribution and decompilation. The Rogue Wave name and logo and the Stingray name and logo are either registered trademarks or trademarks of Rogue Wave Software, Inc. in the United States and/or other countries.

TCL

This product includes software developed by third parties and is distributed in accordance with the following license agreement

This software is copyrighted by the Regents of the University of California, Sun Microsystems, Inc., Scriptics Corporation, ActiveState Corporation and other parties. The following terms apply to all files associated with the software unless explicitly disclaimed in individual files.

The authors hereby grant permission to use, copy, modify, distribute, and license this software and its documentation for any purpose, provided that existing copyright notices are retained in all copies and that this notice is included verbatim in any distributions. No written agreement, license, or royalty fee is required for any of the authorized uses. Modifications to this software may be copyrighted by their authors and need not follow the licensing terms described here, provided that the new terms are clearly indicated on the first page of each file where they apply.

IN NO EVENT SHALL THE AUTHORS OR DISTRIBUTORS BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS SOFTWARE, ITS DOCUMENTATION, OR ANY DERIVATIVES THEREOF, EVEN IF THE AUTHORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE AUTHORS AND DISTRIBUTORS SPECIFICALLY DISCLAIM ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND THE AUTHORS AND DISTRIBUTORS HAVE NO OBLIGATION TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

GOVERNMENT USE: If you are acquiring this software on behalf of the U.S. government, the Government shall have only "Restricted Rights" in the software and related documentation as defined in the Federal Acquisition Regulations (FARs) in Clause 52.227.19 (c) (2). If you are acquiring the software on behalf of the Department of Defense, the software shall be classified as "Commercial Computer Software" and the Government shall have only "Restricted Rights" as defined in Clause 252.227-7013 (c) (1) of DFARs. Notwithstanding the foregoing, the authors grant the U.S. Government and others acting in its behalf permission to use and distribute the software in accordance with the terms specified in this license.

Tom Sawyer Layout Assistant

END-USER LICENSE AGREEMENT FOR Tom Sawyer Software's Layout Assistant® SOFTWARE

IMPORTANT – READ CAREFULLY. This Layout Assistant End-User License Agreement ("EULA") is a legal AGREEMENT between You, the Licensee (either as a registered individual user or as the registered user/representative on behalf of a single entity), and Tom Sawyer Software Corporation for the Layout Assistant software product identified above, which product includes computer software and the associated documentation ("SOFTWARE PRODUCT"). Unless You have a different license agreement signed by Tom Sawyer Software Corporation, your installing, copying, or otherwise using the SOFTWARE PRODUCT indicates You agree to be bound by all the terms of this EULA. If You do not agree to the terms of this EULA, then You MUST NOT copy, install, or use the SOFTWARE PRODUCT.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1) Grant of License

This EULA grants You (the Licensee) the following rights:

Applications Software

Tom Sawyer Software grants You the non-exclusive, non-sublicensable, limited license to use one copy of the SOFTWARE PRODUCT on a single computer, subject to the terms and conditions of this EULA. Any individual license for the SOFTWARE PRODUCT may not be shared or used concurrently or otherwise on different computers or by different users in a given organization.

In return for our license grant, You hereby irrevocably grant to Tom Sawyer Software the non-exclusive, worldwide, fully-paid right to publicly disclose the fact that You are using the SOFTWARE PRODUCT, including but not limited to the reproduction and distribution of the software 'screen shots' and/or 'box shots' from your applications for Tom Sawyer Software's advertising and other promotional purposes.

Storage/Network Use

You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on your other computers over an internal network; however, you must acquire and dedicate a distinct license for each developer using the SOFTWARE PRODUCT from the storage device. Any given license for the SOFTWARE PRODUCT may not be shared or used concurrently or otherwise on different computers or by different developers in a given organization.

License Pack

If You have acquired this EULA in a Tom Sawyer Software Layout Assistant License Pack, You may install the number of additional copies of the SOFTWARE PRODUCT identified above on this EULA, and You may use each copy in the manner specified above.

2) Description of Other Rights and Limitations

You acknowledge that the SOFTWARE PRODUCT in source code form remains a confidential trade secret of Tom Sawyer Software, and therefore You agree not to reverse-engineer, decompile, or disassemble the SOFTWARE PRODUCT, or make any attempt to discover the source code to the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Except as expressly permitted in this EULA, the SOFTWARE PRODUCT may not be used, copied, translated, redistributed, retransmitted, published, sold, rented, leased, marketed, sublicensed, pledged, assigned, disposed of, encumbered, transferred, altered, modified, or enhanced, whether in whole or in part, nor may You create derivative works from or based on the SOFTWARE PRODUCT. You may not remove any proprietary notices, marks, or labels from the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is licensed as a single product and its components may not be separated for use on more than one computer.

Termination

Without prejudice to any of Tom Sawyer Software's other rights, Tom Sawyer Software may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy any and all copies of the SOFTWARE PRODUCT and all of its component parts; to this end You grant to Tom Sawyer Software the right to, with or without notice, monitor your Internet accessible activities for the purpose of verifying SOFTWARE PRODUCT performance and/or your compliance with the terms hereof, including, but not limited to the remote monitoring and verification of your implementation, use and duplication of the SOFTWARE PRODUCT.

3) Upgrades

You must currently be properly licensed to use the SOFTWARE PRODUCT in order to be eligible to purchase an upgrade. A SOFTWARE PRODUCT identified by Tom Sawyer Software as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for such upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA.

4) Copyright and Trademarks

All title, trademarks, and copyrights in and pertaining to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animation, video, audio, music, text, and applets incorporated into the SOFTWARE PRODUCT) are owned by Tom Sawyer Software Corporation. The SOFTWARE PRODUCT is protected by copyright and trademark laws and international treaty provisions. The SOFTWARE PRODUCT is licensed, not sold. There is no transfer to You of any title or ownership of the SOFTWARE PRODUCT and the license granted under this EULA should not be construed as a sale of any right in the SOFTWARE PRODUCT. You must treat the SOFTWARE PRODUCT like any other copyrighted materials for archival purposes.

You may not remove, modify or alter any Tom Sawyer Software copyright or trademark notice from any part of the SOFTWARE PRODUCT, including but not limited to any such notices contained in the electronic media or documentation, in the Layout Assistant Setup Wizard dialogue or 'about' boxes, in any of the runtime resources, and/or in any web-presence or web-enabled notices, code, or other embodiments originally contained in or dynamically or otherwise created by the SOFTWARE PRODUCT.

5) Dual-Media Software

You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of the medium You receive, You may use only that one medium that is appropriate for your single computer. You may not use or install the other medium on another computer, including but not limited to portable computers under the exclusive control of the registered developer. You may not loan, rent, lease, or otherwise transfer the other medium to another user.

6) U.S. Government Restricted Rights

The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph C(1)(ii) of the subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is: Tom Sawyer Software Corporation, 1625 Clay Street, Sixth Floor, Oakland, CA 94612, USA (or by FAX +1 510 208 4371, e-mail to info@tomsawyer.com).

7) Miscellaneous

If You acquired or use this SOFTWARE PRODUCT in the United States, this EULA is governed by the laws of the State of California. If this SOFTWARE PRODUCT was acquired and is used exclusively outside of the United States, the local law may also apply. Should You have any questions concerning this EULA, or if You desire to contact Tom Sawyer Software for any reason, please write: Tom Sawyer Software Corporation, 1625 Clay Street, Sixth Floor, Oakland, CA 94612, USA (or by FAX +1 510 208 4371, e-mail to info@tomsawyer.com).

8) Limited Warranty

Limited Warranty Tom Sawyer Software warrants that for a period of thirty (30) days from the date of your original purchase ("warranty period") as evidenced by your receipt or other proof of purchase, the SOFTWARE PRODUCT, unless modified or otherwise altered by You, will perform substantially in accordance with the accompanying written materials.

Tom Sawyer Software does not warrant that the SOFTWARE PRODUCT will meet your requirements or use of the SOFTWARE PRODUCT will be uninterrupted or error-free. Tom Sawyer Software is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the SOFTWARE PRODUCT, nor for problems in the interactions of the SOFTWARE PRODUCT with non-Tom Sawyer Software products.

Some jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to You. To the extent implied warranties may not be entirely disclaimed but implied warranty limitations are allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to thirty (30) days.

THE ABOVE WARRANTIES ARE EXCLUSIVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOM SAWYER SOFTWARE DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TOM SAWYER SOFTWARE OR ITS EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

Customer Remedies

Tom Sawyer Software's entire liability, and your exclusive remedy, shall be, at Tom Sawyer Software's option, either (a) repair or replacement of the SOFTWARE PRODUCT that does not meet Tom Sawyer Software's Limited Warranty, or (b) return of the price paid, if any, and termination of this EULA. This remedy is subject to delivery to Tom Sawyer Software of a Tom Sawyer Software-approved "Affidavit of Destruction" together with proof of purchase within the Warranty Period. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or fifteen (15) days, whichever is longer.

9) Limitation of liability for damages

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS IN ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT SHALL TOM SAWYER SOFTWARE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE, OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION, OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT, OR OTHERWISE), EVEN IF TOM SAWYER SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY CLAIM BY ANY OTHER PARTY. YOU ACKNOWLEDGE THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK.

In any event, if any statute implies warranties or conditions not stated in this EULA, Tom Sawyer Software's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by You to license the SOFTWARE PRODUCT or Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

V5R1M0 Toolbox for Java®

Licensee agrees that the following terms (in addition to the applicable provisions above) shall apply with respect to any open source provided by International Business Machines Corporation contained within the Product. Notwithstanding anything contained in the CA End User License Agreement, solely with respect to such open source, these terms are not superseded by any written agreement between CA and Licensee:

V5R1M0 Toolbox for Java® (the “Program”) is owned by International Business Machines Corporation or one of its subsidiaries (IBM) or an IBM supplier, and is copyrighted and licensed, not sold.

Limited Warranty

IBM does not warrant uninterrupted or error-free operation of the Program or that IBM will correct all Program defects.

THESE WARRANTIES ARE LICENSEE’S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The foregoing shall not affect any warranties contained in any applicable agreement between Licensee and CA.

These warranties give Licensee specific legal rights, and Licensee may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above exclusion or limitation may not apply to Licensee. In that event such warranties are limited in duration to the warranty period. No warranties apply after that period.

Limitation of Liability

Circumstances may arise where, because of a default on IBM’s part or other liability, Licensee is entitled to recover damages from IBM. In each such instance, regardless of the basis on which Licensee may be entitled to claim damages from IBM, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the greater of U.S. \$100,000 (or equivalent in Licensee’s local currency) or the charges for the Program that is the subject of the claim, which Licensee acknowledges is \$0.

IBM WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF IBM, OR ITS RESELLER, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO LICENSEE.

IBM will not be liable for 1) loss of, or damage to, Licensee’s records or data or 2) any damages claimed by Licensee based on any third party claim.

This limitation of liability also applies to any developer of a Program supplied to IBM. It is the maximum for which IBM and its suppliers are collectively responsible.

General

Licensee acknowledges that IBM may terminate Licensee's license if Licensee fails to comply with the terms of this Agreement. If IBM does so, Licensee's authorization to use the Program is also terminated.

With respect to any claim by or against IBM relating to the Program, neither Licensee nor IBM will bring a legal action under this agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

The laws of the country in which Licensee acquires the Program govern this agreement, except 1) in Australia, the laws of the State or Territory in which the transaction is performed govern this agreement; 2) in Albania, Armenia, Belarus, Bosnia/Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, Ukraine, and Federal Republic of Yugoslavia, the laws of Austria govern this agreement; 3) in the United Kingdom, all disputes relating to this agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the English courts; 4) in Canada, the laws in the Province of Ontario govern this agreement; and 5) in the United States and Puerto Rico, and People's Republic of China, the laws of the State of New York govern this agreement.

Country-unique Terms

AUSTRALIA:

Limited Warranty:

The following paragraph is added to this Section:

The warranties specified in this Section are in addition to any rights Licensee may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability:

The following paragraph is added to this Section:

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

EGYPT:

Limitation of Liability:

The following replaces item 2 in the first paragraph of this Section:

2) as to any other actual direct damages, IBM's liability will be limited to the total amount Licensee paid for the Program that is the subject of the claim, which Licensee acknowledges is \$0.

FRANCE:

Limitation of Liability:

The following replaces the second sentence in the first paragraph of this Section:

In such instances, regardless of the basis on which Licensee is entitled to claim damages from IBM, IBM is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property; and 2) the amount of any other actual direct damages up to the greater of a) EUR 100,000 (or equivalent in local currency) or b) the charges for the Program which is the subject of the claim, which Licensees acknowledges is \$0.

GERMANY:

Limited Warranty:

The following paragraphs are added to this Section:

The minimum warranty period for Programs is six months.

In case a Program is delivered without Specifications, IBM will only warrant that the Program information correctly describes the Program and that the Program can be used according to the Program information. Licensee has to check the usability according to the Program information within the "money-back guaranty" period.

The following replaces the first sentence of the first paragraph of this Section:

The warranty for an IBM Program covers the functionality of the Program for its normal use and the Program's conformity to its Specifications.

Limitation of Liability:

The following paragraph is added to the Section:

The limitations and exclusions specified in the agreement will not apply to damages caused by IBM with fraud or gross negligence, and for express warranty.

In item 2, replace "U.S. \$100,000" with "EUR 500,000".

The following sentence is added to the end of item 2 of the first paragraph:

IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

INDIA:

Limitation of Liability:

The following replaces items 1 and 2 in the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this agreement, IBM's liability will be limited to the charge paid by Licensee for the individual Program that is the subject of the claim, which Licensee acknowledges is \$0.

General:

The following replaces the second paragraph of this Section:

With respect to any claim by or against IBM relating to the Program, if no suit or other legal action is brought, within two years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

IRELAND:

Limited Warranty:

The following paragraph is added to this Section:

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing, all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

Limitation of Liability:

The following replaces items 1 and 2 in the first paragraph of this Section:

1) death or personal injury or physical damage to Licensee's real property solely caused by IBM's negligence; and 2) the amount of any other actual direct damages, up to the greater of EUR 100,000 in respect of Programs or 125 percent of the charges for the Program that is the subject of the claim or which otherwise gives rise to the claim, which Licensee acknowledges is \$0.

The following paragraph is added at the end of this Section:

IBM's entire liability and Licensee's sole remedy, whether in contract or in tort, in respect of any default will be limited to damages.

ITALY:

Limitation of Liability:

The following replaces the second sentence in the first paragraph:

In each such instance unless otherwise provided by mandatory law, IBM is liable for no more than damages for bodily injury (including death) and damage to real property and tangible personal property and 2) as to any other actual damage arising in all situations involving non-performance by IBM pursuant to, or in any way related to the subject matter of this Agreement, IBM's liability, will be limited to the total amount Licensee paid for the Program that is the subject of the claim, which Licensee acknowledges is \$0.

NEW ZEALAND:

Limited Warranty:

The following paragraph is added to this Section:

The warranties specified in this Section are in addition to any rights Licensee may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which IBM provides, if Licensee requires the goods or services for the purposes of a business as defined in that Act.

Limitation of Liability:

The following paragraph is added to this Section:

Where Programs are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA:

Charges:

The following paragraph is added as a new Section:

All banking charges incurred in the People's Republic of China will be borne by Licensee and those incurred outside the People's Republic of China will be borne by IBM.

UNITED KINGDOM:

Limitation of Liability:

The following replaces items 1 and 2 in the first paragraph of this Section:

1) death or personal injury or physical damage to Licensee's real property solely caused by IBM's negligence; 2) the amount of any other actual direct damages, up to the greater of Pounds Sterling 75,000 in respect of Programs or 125 percent of the charges for the Program that is the subject of the claim or which otherwise gives rise to the claim, which Licensee acknowledges is \$0.

The following item is added:

3) breach of IBM's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

The following paragraph is added at the end of this Section:

IBM's entire liability and Licensee's sole remedy, whether in contract or in tort, in respect of any default will be limited to damages